

Agenda



County of Inyo Board of Supervisors

Locations:

Ranch at the Oasis, California 190, Death Valley, CA 92328

Furnace Creek Visitor Center, California 190, Death Valley, CA 92328

Hurlbut-Rook Community Center, 405 Tecopa Hot Springs Rd., Tecopa, CA 92389

(SEE ATTACHED MAPS)

Public Notices: (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

Note: Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

CORRECTED

April 19, 2022

ANNUAL SOUTHEAST INYO MEETING

CALL TO ORDER IN FURNACE CREEK

- 11:30 A.M.** 1. **TOUR** - The Board will convene in open session in the courtyard of the Ranch at the Oasis (California 190, Death Valley, CA) for a tour of Xanterra's recently remodeled facilities.

The tour is expected to last approximately one hour, after which the Board will recess for lunch.

- 1:30 P.M.** 2. **WORKSHOP** - The Board will reconvene at the Death Valley Visitors Center (California 190, Death Valley, CA) for a workshop in which the following individuals and organizations will be addressing the Board on items of interest to Death Valley and Inyo County as a whole:
- A) Timbisha-Shoshone Tribal Council Member Carmen Armitage and Tribal Historic Preservation Officer Barbara Durham;
 - B) DVNP Interim Superintendent James Woolsey and Management Analyst Abby Wines;
 - C) Henry Golas of the Death Valley Conservancy;
 - D) Fred Conboy, President of Amargosa Opera House, Inc., and Ramon Caballero, Vice President;
 - E) Tawni Thomson, Executive Director of the Bishop Area Chamber of Commerce and Visitors Bureau;
 - F) John Kukreja, General Manager of the Oasis at Death Valley; and
 - G) Cal Rossi, Government Relations Manager for Southern California Edison
 - H) Any other interested parties.

The workshop is expected to last 1-2 hours, after which the Board will recess in order to travel to Tecopa.

CALL TO ORDER IN TECOPA (Hurlbut-Rook Community Center, 405 Tecopa Hot Springs Rd., Tecopa, CA)

- 4 :30 P.M.** 3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT** (Comments may be time-limited)

5. **COUNTY DEPARTMENT REPORTS**

6. **PRESENTATIONS/UPDATES** - The following individuals will address the Board:
- A) Death Valley Unified School District Superintendent Jim Copeland with a report on the school district;
 - B) Robin Flinchum, reporting on the Tecopa Water Kiosk and Southern Inyo Fire Protection District;
 - C) Paul Barnes of Tecopa Hot Springs Conservancy, the concessionaire of Tecopa Hot Springs Campground, with an update on the campground;
 - D) Cal Rossi, Southern California Edison Government Relations Manager, with an update on SCE services and projects
 - E) Inyo County Public Works Director Mike Errante, reporting on the Tecopa Sewer Lagoon; and
 - F) Inyo-Mono Ag Commissioner Nate Reade, with an update on commercial cannabis

CONSENT AGENDA (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

7. **County Administrator** - Request Board approve Amendment No. 11 to the contract between Gregory L. James, Water/Environmental Attorney Regarding Natural Resources, and the County of Inyo by extending the term of the contract from July 1, 2013 to June 30, 2023, contingent upon the Board's adoption of the Fiscal Year 2022-2023 Budget, and authorize the County Administrator to sign.
8. **Public Works** - Request Board: A) declare SealMaster of Bakersfield, CA the successful bidder for mastic material and kettle rental per Bid No. RD22-01; and B) authorize the purchase of two (2) truck loads of mastic material and six (6) months' rental of an appropriate kettle from SealMaster for an amount not to exceed \$94,259.70.

COMMENT (Portion of the Agenda when the Board takes comment from the public and County staff)

10. **PUBLIC COMMENT** (Comments may be time-limited)

BOARD MEMBERS AND STAFF REPORTS



Manzanar

Keynot Peak

Teakettle Junction

Chloride City

Lone Pine

136

395

Keeler

Stovepipe Wells

Beatty Junction

Death Valley National Park

Park Village

The Ranch at Death Valley

395

395

190

Olancho

Grant

Coso Range Wilderness Area

190

190

190

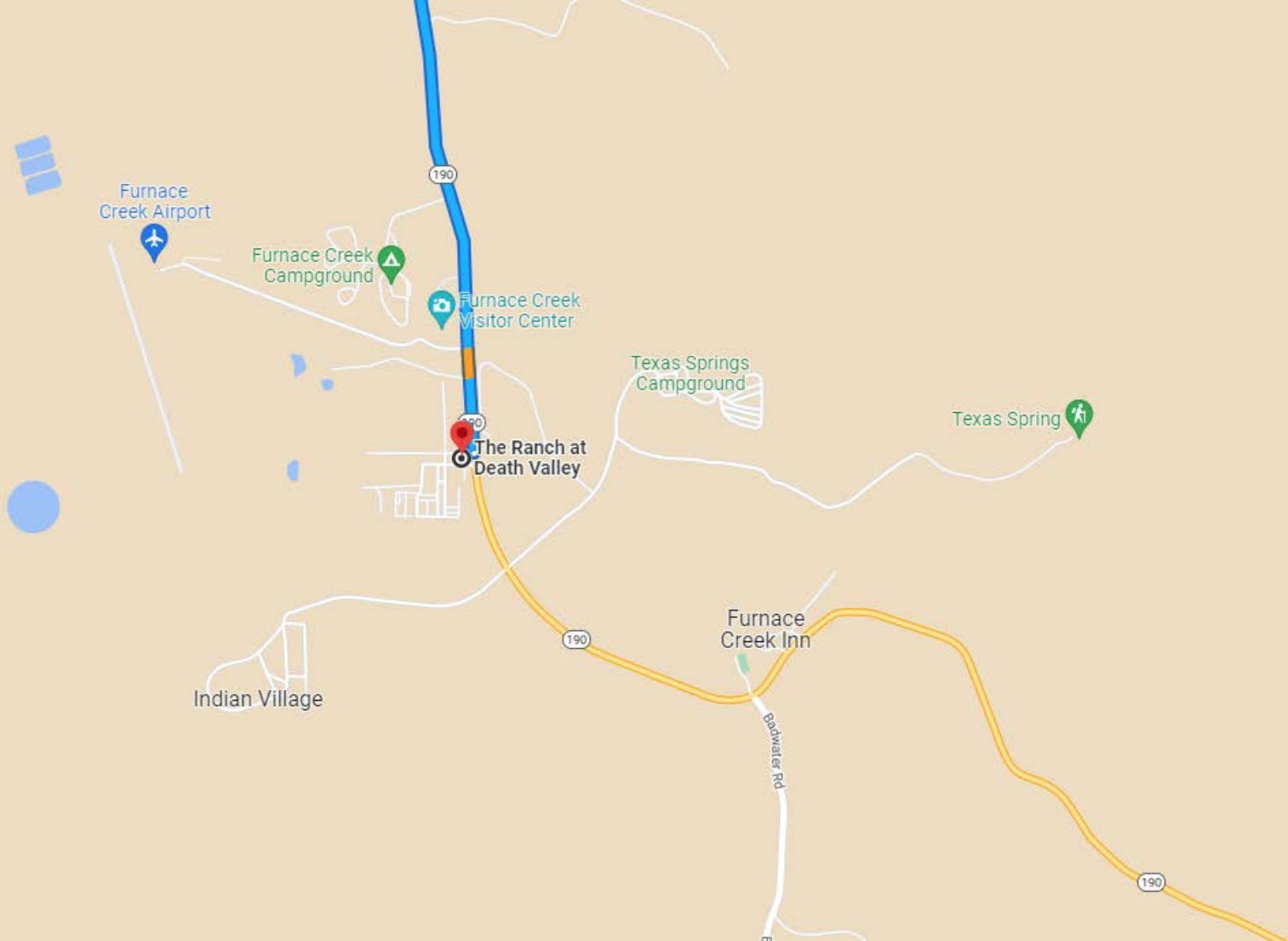
1 hr 53 min
105 miles

Darwin

Telescope Peak

190

95



Furnace Creek Airport

Furnace Creek Campground

190

Furnace Creek Visitor Center

The Ranch at Death Valley

Texas Springs Campground

Texas Spring

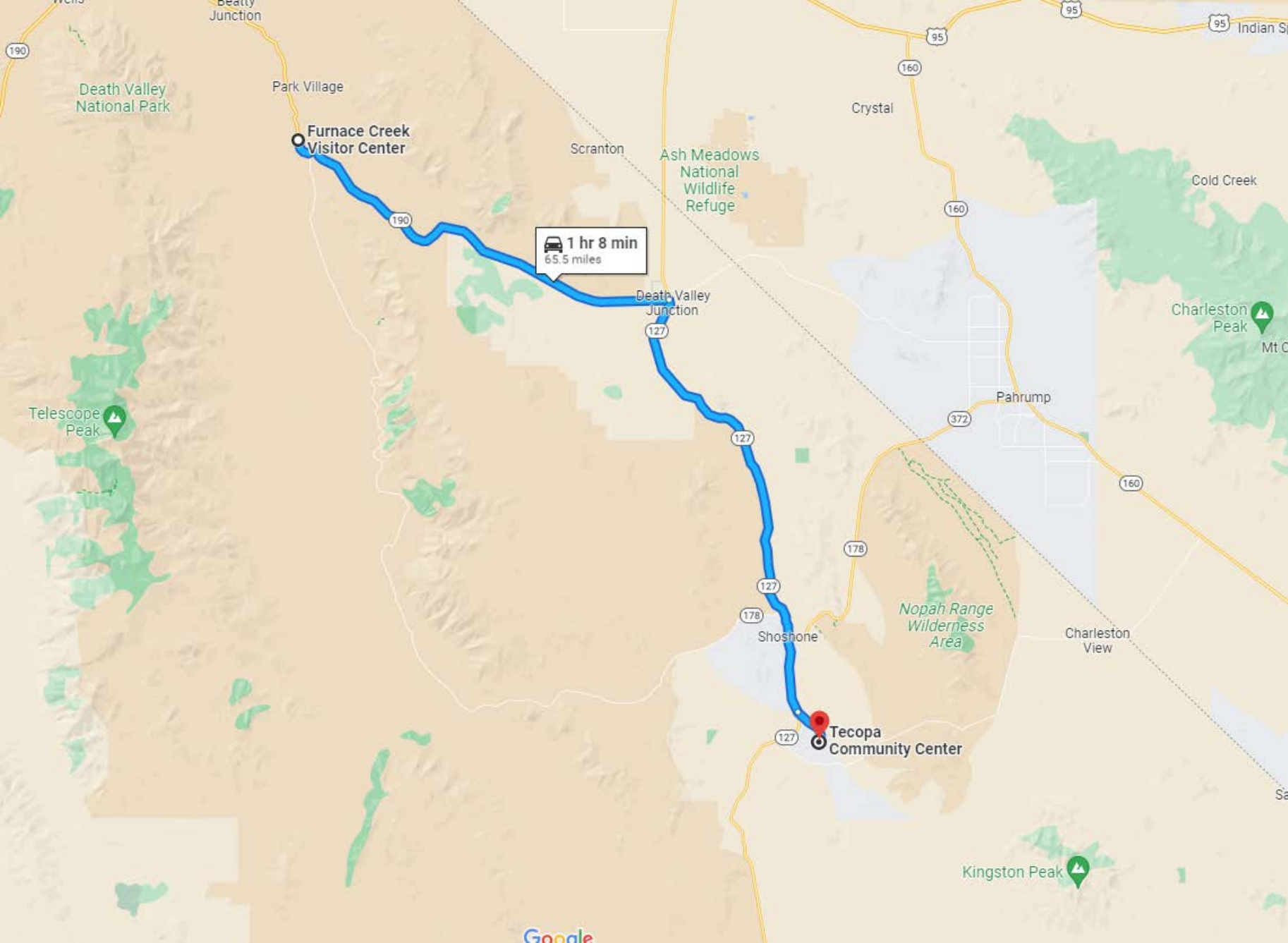
190

Furnace Creek Inn

Indian Village

Bachwater Rd

190



Furnace Creek Visitor Center

1 hr 8 min
65.5 miles

Death Valley Junction

Tecopa Community Center

Death Valley National Park

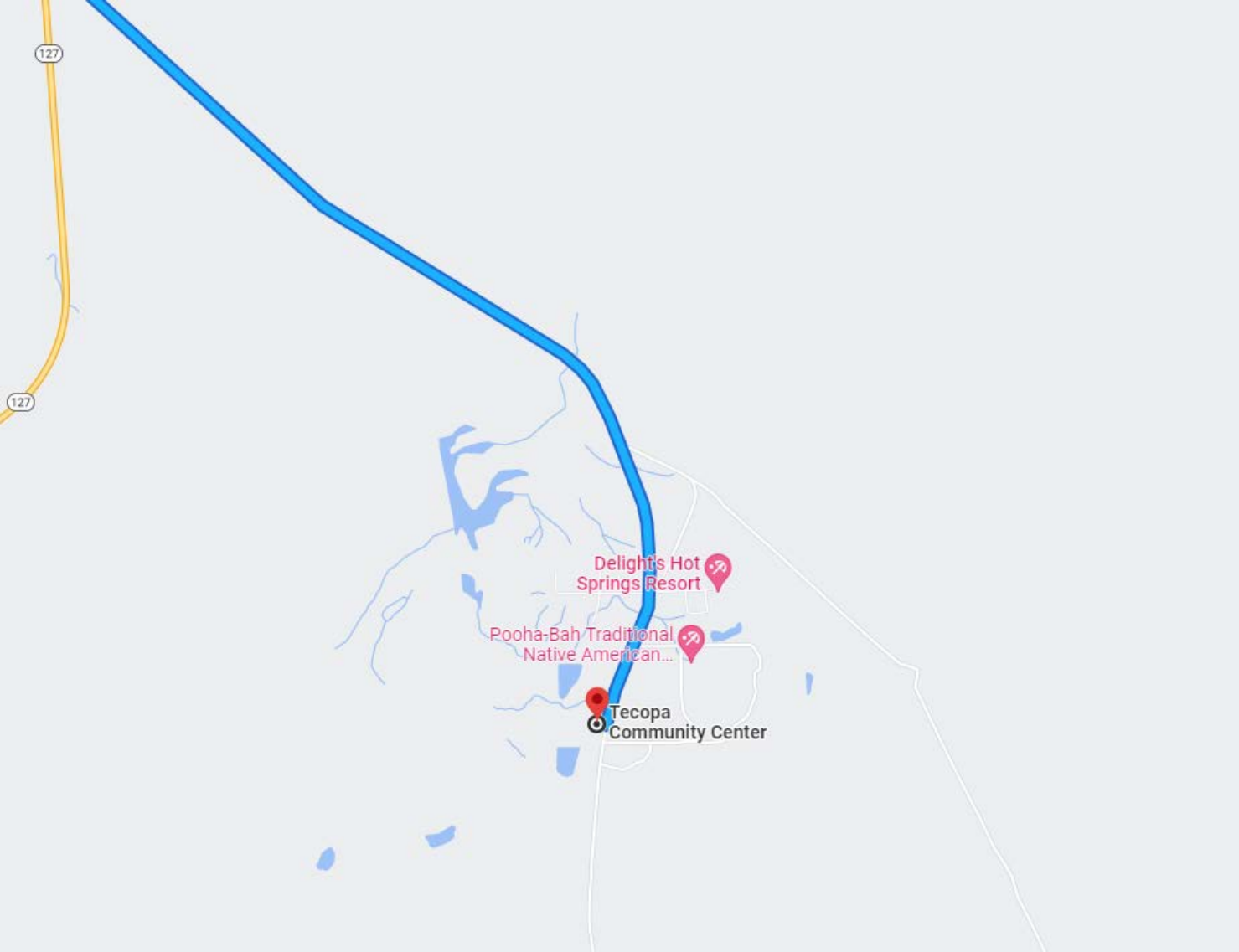
Ash Meadows National Wildlife Refuge

Nopah Range Wilderness Area

Telescope Peak

Charleston Peak

Kingston Peak



127

127

Delight's Hot Springs Resort

Pooha-Bah Traditional Native American...

Tecopa Community Center



County of Inyo

County Administrator

CONSENT - ACTION REQUIRED

MEETING: April 19, 2022

FROM: Leslie Chapman

SUBJECT: Extension of Contract with Gregory L. James, Esq.

RECOMMENDED ACTION:

Request Board approve Amendment No. 11 to the contract between Gregory L. James, Water/Environmental Attorney Regarding Natural Resources, and the County of Inyo by extending the term of the contract from July 1, 2013 to June 30, 2023, contingent upon the Board's adoption of the Fiscal Year 2022-2023 Budget, and authorize the County Administrator to sign.

SUMMARY/JUSTIFICATION:

Mr. James continues to represent Inyo County on water-related matters and his expertise continues to be necessary to assist the County on natural resource and economic development issues. Mr. James consistently demonstrates the ability to handle numerous assignments in the area of environmental law while managing his time effectively and adjusting his schedule to meet workload requirements. Mr. James performs as a highly skilled and competent attorney in the area of Water/Environmental law and his experience and services continue to contribute significantly to the County's ability to successfully represent itself and its officers and employees in water and environmental-related matters, including litigation.

His current contract, as amended by your Board on May 18, 2021, expires June 30, 2022. It is recommended your Board approve an amendment to extend the contract for another year, to June 30, 2023. All other terms and conditions of the contract would remain the same, including a total contract limit not to exceed \$60,000 and a schedule of fees that includes the rate of \$175 an hour for work directly related to litigation services, \$155 an hour for other matters, and \$50 an hour for travel time.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny the approval of the amendment to extend the contract with Gregory L. James as recommended and direct that the office of County Counsel provide the County and its departments with legal services relating to natural resource matters with existing attorney staff. This would result in significant delays in completing requests for legal services for all but the most critical matters.

OTHER AGENCY INVOLVEMENT:

Agencies with responsibility for renewable energy as well as environmental and natural resource issues.

FINANCING:

Funding for this contract is provided through the Natural Resources Budget (010204), Professional Services Object Code (5265) and is included in the fiscal year budget. There is no additional cost to extend the length of the contract.

ATTACHMENTS:

1. Greg James Contract Amendment No. 11
2. Greg James Contract Amendment No. 10
3. Original Greg James Contract

APPROVALS:

Darcy Ellis
John Vallejo
Amy Shepherd
Leslie Chapman

Created/Initiated - 4/13/2022
Approved - 4/13/2022
Approved - 4/13/2022
Final Approval - 4/14/2022

**AMENDMENT NUMBER 11 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Gregory L. James, Esq.
FOR THE PROVISION OF WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James, Esq. of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 25, 2013, on County of Inyo Standard Contract No. 123, for the term from July 1, 2013 to June 30, 2022.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below.

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2. TERM is amended to read as follows:

"The term of this Agreement shall be from July 1, 2013 to June 30, 2023, unless sooner terminated as provided below."

///NOTHING FOLLOWS\\

The effective date of this Amendment to the Agreement is July 1, 2023.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER 11 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Greg L. James, Esq.
FOR THE PROVISION OF WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS

____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY



County Counsel

APPROVED AS TO ACCOUNTING FORM:



Christie Marindale

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



K. Oney

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



Aaron Holmberg

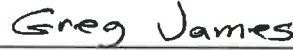
County Risk Manager

CONTRACTOR

By: _____



Signature



Greg James

Type or Print

Dated: _____



3/30/22

AMENDMENT NUMBER 10

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES, ESQ.
FOR THE PROVISION OF
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Legal Services dated June 25, 2013, on County of Inyo Standard Contract No. 123, for the term from July 1, 2013 through June 30, 2021 (extended with Amendment #9).

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

1. Paragraph **2. TERM.** is amended to read as follows:

"The term of this Agreement shall be from July 1, 2013 to June 30, 2022, unless sooner terminated as provided below."

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2021.

All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 10

AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES, ESQ.
FOR THE PROVISION OF
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES

18th IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF May, 2021.

COUNTY OF INYO

By: 

Dated: 5/18/21

CONTRACTOR

By: _____

Signature


Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the legal services of Gregory L. James of Bishop, California, hereinafter referred to as ("Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the County Counsel.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2013 to June 30, 2014 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A.

B. Travel and per diem. County shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the Office of County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. Except as provided on the Schedule of Fees (Attachment B), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for Incidental Expenses.

D. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

E. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including incidental expenses, if any, shall not exceed **\$30,000.00** Dollars, (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit.

F. Billing and Payment.

Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th of the month.

G. Federal and State Taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the effective date of this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except as provided in the Scope of Work (Attachment A), Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items.

Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

If required by law, Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided if coverage is required by law.

9. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$ N/A** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$ N/A** per occurrence or claim.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status.

The County, its officers, officials, employees, and volunteers are to be covered as insured's on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by

or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. Primary Coverage.

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Notice of Cancellation.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

4. Waiver of Subrogation.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

E. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

H. Special Risks or Circumstances. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. STATUS OF CONTRACTOR. All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor and its employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon fifteen (15) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees under this Agreement. Additionally, Contractor, during the term of this Agreement, agrees not to advise or represent any person, corporation, or entity with a claim or cause of action against the County of Inyo, its officers, agents or employees.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding to the Inyo County Water Department or other sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within thirty (30) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

25. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY OF INYO:	
<u>Office of County Counsel</u>	Department
<u>P.O. Box M</u>	Address
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:	
<u>Gregory L. James</u>	Name
<u>1839 Shoshone Drive</u>	Address
<u>Bishop, CA 93514</u>	City and State

26. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 25 DAY OF June, 2013.

COUNTY OF INYO

CONTRACTOR

By: Linda Arcularius
Dated: 6-25-13

By: Gregory L James
(Type or Print Name)
Gregory L James
(Signature)
Dated: 5/30/2013

APPROVED AS TO FORM AND
LEGALITY:

R. Miller
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

dg:\Contracts\MiscContracts\Water/EnvironmentalAttorneyCAO.123.GJames

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

TERM:

FROM: July 1, 2013 TO: June 30, 2014

SCOPE OF WORK:

1. Upon request, Contractor shall represent and advise County, its agents, officers and employees regarding all aspects of natural resources law, including but not limited to development of solar power facilities in the County.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Office of County Counsel for storage.
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, documents, and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his/her offices and the County Counsel at his Independence office. Contractor shall also provide to the County Counsel at his Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees.
8. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
9. Further, as may be agreed upon by County and Contractor, Contractor shall represent and advise the County, and such of its agents, officers, and employees that the County may designate, in pending and potential non-water related litigation or disputes before State and Federal courts, county, state and federal administrative agencies, arbitrations and/or mediation proceedings.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

TERM:

FROM: July 1, 2013 TO: June 30, 2014

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Fifty Five Dollars (\$155.00) per hour or increments thereof, for all work and services provided by Contractor to County under this Agreement.
- b. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

2. INCIDENTAL EXPENSES:

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Computer Assisted Research	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs
Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

TERM:

FROM: July 1, 2013 TO: June 30, 2014

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment B) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: April 19, 2022

FROM: Travis Dean

SUBJECT: Authorization to Purchase Mastic Material and Rent an Appropriate Kettle

RECOMMENDED ACTION:

Request Board: A) declare SealMaster of Bakersfield, CA the successful bidder for mastic material and kettle rental per Bid No. RD22-01; and B) authorize the purchase of two (2) truck loads of mastic material and six (6) months' rental of an appropriate kettle from SealMaster for an amount not to exceed \$94,259.70.

SUMMARY/JUSTIFICATION:

The Road Department solicited bids from suppliers for mastic material and the rental of an appropriate kettle in March, 2022. Bids were opened on March 31, 2022 and two (2) bids were received:

SealMaster Bakersfield of Bakersfield, CA	\$94,259.70
Environmental Concepts of Tehachapi, CA	\$110,314.79

The Road Department has reviewed the bid for responsiveness. The Road Department is recommending your Board authorize a purchase order in the amount not to exceed \$94,259.70. The Road Department's intent is to purchase one (1) truck load of mastic material, and one (1) month rental, from SealMaster, for use on County roads. If the Road Department is satisfied with the material, we intend to purchase one (1) more truckload of material and up to five (5) additional months of rental of the kettle.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this purchase order. This is not recommended as this product is needed for road maintenance, and the kettle rental is needed to apply the material.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The costs of the Mastic Material will be paid out of the Road Department Budget 034600, Object Code 5309 – Road Materials. The rental of the Kettle will be paid out of Object Code 5281 - Rentals and Leases of Equipment. This purchase order will span two (2) fiscal years.

ATTACHMENTS:

1. RD22-01 Bid Tabulation
2. RD22-01_SealMaster Bid
3. RD22-01_Environmental Concepts Bid

APPROVALS:

Travis Dean	Created/Initiated - 4/6/2022
Darcy Ellis	Approved - 4/7/2022
Travis Dean	Approved - 4/11/2022
Shannon Platt	Approved - 4/11/2022
Breanne Nelums	Approved - 4/12/2022
John Vallejo	Approved - 4/12/2022
Amy Shepherd	Approved - 4/12/2022
Michael Errante	Final Approval - 4/12/2022

COUNTY OF INYO BID TABULATION

Mastic and Kettle Rental - Bid No. RD22-01

Bid Opening Date: March 31, 2022 3:30 PM

Location: County Admin Building

	BIDDER NAME	Total Bid
1.	SealMaster	\$94,259.70
2.	Environmental Concepts (see bid)	\$110,314.79 to \$112,690.68
3.		
4.		
5.		

Opened By: Darcy Ellis

Present: Travis Dean



THE PROVISION OF MASTIC MATERIAL & KETTLE RENTAL

BID NO. RD22-01

NOTICE TO BIDDERS

This Bid Package, which includes the following:

**Notice Inviting Bids,
Bid Proposal Forms,
and
County of Inyo Purchase Order Agreement**

Must be submitted in its entirety. Do not remove any pages.

Be sure to fully complete all forms and sign.

COUNTY OF INYO

NOTICE INVITING BIDS

**NOTICE IS HEREBY GIVEN THAT INYO COUNTY IS SOLICITING BIDS
FOR:**

“THE PROVISION OF MASTIC MATERIAL & KETTLE RENTAL”

Sealed Bids will be received at the Clerk of the Board of Supervisors’ Office, 224 N. Edwards Street, P.O. Drawer N, Independence, California 93526 until **3:30 p.m. Thursday, March 31st, 2022** at which time they will be publicly opened and read.

Bids must be in a **sealed** envelope, addressed to the Clerk of the Board of Supervisors, 224 N. Edwards Street. P.O. Drawer N, Independence, California 93526. Indicate on the outside of the bid envelope **“BID NO. RD22-01 – Mastic Material and Kettle Rental”**

All bids must state the firms name and be signed by a responsible officer or employee.

The period for which the specified crack seal materials and equipment rental are to be provided pursuant to this Bid is from May 1, 2022, through and including October 31, 2022.

Inyo County reserves the right to reject any or all bids, or to waive any minor informality in any bid, if it is deemed to be in the best interest of the County of Inyo.

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms and Purchase Order Agreement, may only be obtained from the Inyo County Public Works / Road Department, 168 N. Edwards Street, P.O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201, and may be inspected at the above Department office during regular business hours. Bid packages are also available at the County of Inyo website at https://www.inyocounty.us/Bid_Packages.html

BID PROPOSAL FORM

TO: COUNTY OF INYO
Department of Public Works / Road Department
168 N. Edwards St., P.O. Box Drawer Q
Independence, CA 93526
(Herein called "County")

FROM: SealMaster Bakersfield

518 Sumner Street

Bakersfield, CA 93305

(Herein called "Bidder")

FOR: MASTIC MATERIAL/ KETTLE RENTAL

In submitting this Bid, it is understood that:

1. INCLUSION OF ALL COSTS:

This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Provision of Mastic Material, including Exhibit A, B, and C hereto.

2. CONTRACT DOCUMENTS

The Notice Inviting Bids, this Bid Proposal Form, and the Purchase Order Agreement for the Provision of Mastic Material & Kettle Rental, and any documents incorporated herein, including Exhibits A and B, hereto, are referred to collectively as the Contract Documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, and approval by the Inyo County Board of Supervisors. The contract documents are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein.

3. ACCEPTANCE

The County reserves the right to reject any and all Bids. However, this Bid shall remain open and shall not be withdrawn for a period of at least sixty (60) days after the date set for its opening and shall remain open and valid thereafter until it is withdrawn by Bidder. The Bidder will execute and deliver the Purchase Order Agreement for the Provision of Mastic Material & Kettle Rental, any certificates or other required proof of insurance, and any other required documents, to the County no later than fifteen (15) days after receipt of notification to Bidder of the award of that Contract.

Failure to bid all items on the Schedule of Fees, Attachment B, will render the Bid insufficient and subject the same to being rejected.

No Bid will be accepted wherein the price quoted is specified as a posted price with an escalator "UP" clause, whether or not such escalator clause has a "TOP" or maximum limit to which the price may advance.

The Contractor will be allowed no claim for anticipated profits, loss of profits, or for any damages of any sort because of any differences between the estimated amounts set forth in this bid package and actual amount of material ordered and delivered during the course of the contract.

4. BID PRICE AND TOTAL

The specific bid price for the materials and services to be rendered pursuant to the Agreement for which this bid is made are set forth in Attachment B hereto, entitled "Schedule of Fees"; for purpose of making this Bid the amount of this Bid is the "Bid Total" amount set forth in Attachment B, which follows:

BID TOTAL IN NUMBERS:

\$ 94,259.70

BID TOTAL IN WORDS:

\$ ninety-four thousand, two hundred fifty-nine dollars, seventy cents

5. ADDENDA:

The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid: (Fill in Addendum numbers and dates Addenda have been received. If none have been received enter "NONE".) NONE

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS BID MAY BE REJECTED.

7. BIDDER'S BUSINESS INFORMATION:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, and also the names of the president, secretary, treasurer and chief executive officer/manager thereof. If Bidder is a partnership, joint venture, or other business entity, state the true name of the firm, and also the names of all partners, joint ventures, or other entities or parties having authority to act on behalf of the entity, such as officers, owners or directors. If Bidder or other interested person is an individual, state your first, middle and last names in full.

Bidder provides the following information concerning Bidder's business:

7.1 Bidder's Name: Meister Sealcoat & Supplies, LLC dba SealMaster Bakersfield

7.2 Address: 518 Sumner Street
Bakersfield, CA Zip 93305

(The above address will be used to send notice of acceptance or request for additional information.)

7.3 Telephone 661-546-9135

7.4 Federal I.D. No. 81-2310188

7.5 Type of Business (check one):

Individual (), Partnership (), Joint Venture (), Corporation (), Other Specify:

LLC

7.6 Owners, Officers, Partners, or other Authorized Representatives:

THE UNDERSIGNED HEREBY DECLARES UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THEY ARE THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

Deidra Joiner

(Signature of Authorized Person)

(Title)

Deidra Joiner, office manager 3/28/2022

(Printed Name)

(Date)

8. EXECUTION AND AGREEMENT

8.1 The undersigned Bidder hereby declares and agrees that:

(a) SealMaster Bakersfield (Name of Bidder or Bidder's Representative) has carefully examined the Specifications, Purchase Order Agreement, and other portions of this Bid package and submits this Bid in accordance therewith.

(b) That if this Bid is accepted, the Bidder will enter into a written Purchase Order Agreement with the County of Inyo, State of California.

(c) That if Bidder receives Notice of Award, Bidder will accept in full, as payment for the material and services to be furnished pursuant to said Agreement, the amounts shown on Attachment B, Schedule of Fees, of this Bid Package. It is understood and agreed that the quantities set forth are but estimates and the unit price will apply to the actual quantities ordered, whatever they may be.

(d) It is understood that no later than fifteen (15) days after receipt of notice of award, the Bidder shall return the signed Purchase Order to the County.

SealMaster Bakersfield

(Company Name)

Deidra Joiner

(By)

Deidra Joiner

(Print Name)

Office Manager

(Print Title)

9. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with “**BID NO. RD22-01 – Mastic Material and Kettle Rental**” and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before 3:30 P.M. on March 31st, 2022.

Note: PLEASE BE ADVISED that despite information you may receive from mail services, “Overnight” delivery by the USPS, UPS, FedEx, and other carriers is often scheduled as a two-day delivery due to the remote nature of Inyo County.

For questions or comments regarding specifications please contact Travis Dean at tdean@inyocounty.us or (760)-878-0203.



This bid was received on March 29,
20 22 @ 11:23 a.m.
Attest: Leslie Chapman,
Administrative Officer and Clerk of the
Board, Inyo County, California
By [Signature] Assistant

\$92

PO # _____

Date _____

PURCHASE ORDER AGREEMENT

This Purchase Order Agreement ("PO") is made by and between the County of Inyo ("County") and the party to which this PO is addressed ("Contractor"), as a part of the Purchase Order numbered above or on the reverse and incorporated herein by reference, effective as of the date of the Purchase Order.

1. Contractor shall provide all services and/or materials for the compensation and within the time period as specified in the PO.
2. County shall make payment to Contractor in accordance with the terms set forth in the PO within sixty (60) days after receipt of an itemized written statement or invoice from Contractor.
3. Contractor shall comply with applicable law in the provision of services and/or materials pursuant to this P.O. Contractor shall obtain and maintain all such licenses, permits, or other authorizations to provide such services and/or materials, as are required by law or by express provision of this PO, during Contractor's provision of such services and/or materials.
4. Contractor waives any right to, and shall deliver possession and title to County, of all publications, computer programs, inventions, or other property which result from the performance of services by Contractor pursuant to this PO unless otherwise expressly agreed in writing by County.
5. Contractor shall, and shall require its agents, officers and employees to maintain the confidentiality of, any and all proprietary, privileged, or otherwise confidential information in County's possession and obtained by them as the result of performance of this PO, and refrain from disclosing or using the information except as necessary to provide services and/or materials pursuant to this PO.
6. Contractor shall maintain workers' compensation insurance to the extent required by law, and shall maintain at least the minimum types and amounts of other insurance coverage usual and customary for persons or firms engaged in the provision of the same or similar type of services and/or materials.
7. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, employees and volunteers from and against any and all claims, liability, and other costs, including litigation costs and attorney's fees, arising out of or resulting from acts or omissions in the provision of services and/or materials hereunder by Contractor or Contractor's agents, officers, employees, or volunteers, or any person for whose acts or omissions any of them may be liable. County agrees to defend, indemnify, and hold harmless Contractor and Contractor's agents, officers, and employees from and against any and all claims, liability, and other costs, and expenses, including litigation costs and reasonable attorney's fees arising out of or resulting from the active negligence or wrongful acts of County or County's agents, officers, employees, or volunteers in carrying out this PO.
8. Contractor shall prepare and maintain records required by law or this PO regarding the provision of services and/or materials pursuant to this PO, and make such records available for inspection by County and other authorized entities and persons for reasonably requested audit or evaluation purposes.
9. Contractor shall refrain from, and require its agents, officers, and employees to refrain from, unlawfully discriminating in violation of applicable law against any person in the course of providing services and/or materials pursuant to this PO, because of the person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex or as otherwise prohibited by law.
10. Contractor shall provide to County all warranties for all materials provided pursuant to this PO which are implied or expressly provided by law or which the manufacturer customarily provides to purchasers or users.
11. This PO may be terminated by either party upon at least ten (10) days prior written notice. Contractor shall be entitled to payment for services and/or materials provided prior to receipt of notice of termination in accordance with terms and conditions of this PO.
12. This PO may be amended only by mutual written consent of the parties, is intended as the entire agreement between the parties, superseding all previous agreements between them. If any portion is determined to be invalid, the remaining portions shall continue in full force and effect.
13. This PO is governed by California law. Venue for any legal proceeding arising out of or related to it shall be in Inyo County, California. If either party initiates legal proceedings against the other party with respect to this PO, the nonprevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees).
14. The parties are independent contractors, and the employees, officers, and agents of one party shall not be deemed to be employees of the other party for any purpose.
15. Contractor's signature to this PO and/or Contractor's provision of services and/or materials pursuant to it shall constitute Contractor's agreement to its terms and conditions. County's issuance of this PO constitutes County's agreement to its terms and conditions.
16. Notwithstanding the above, this Purchase Agreement is subject to and incorporates herein the terms of the bid specifications concerning the purchased items.

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND SealMaster Bakersfield
FOR THE PROVISION OF MASTIC MATERIAL & KETTLE RENTAL SERVICES**

TERM:

FROM: May 1, 2022 TO: October 31, 2022

SCOPE OF WORK:

Contractor shall furnish to the County of Inyo, the materials, equipment, labor, and related services set forth in Attachment B, Schedule of Fees, in accordance with the terms and conditions of this Agreement.

1. MATERIAL

The requirements and specifications for Mastic Material shall meet the following requirements of ASTM 8260-20, "Hot Applied Asphalt Aggregate Filled Mastic".

Specification as follows:

ASTM	Test Description	Result
D5329	Cone Penetration 77°F (150G/5S)	45 Max
D36	Softening Point	180°F Min.
D3111	Flexibility 1" Mandrel: 90° bend 2s	Pass 20°F (7°C)
D5329	Tensile Adhesion: 77°F/22°C	400% Min.
D5329	Resilience: 77°F/25°C	30% Min.
	Asphalt Compatibility	Compatible
	Recommended Application Temp.	380°F
	Maximum Heating Temp.	400°F

Additional location specific requirements:

*The mastic material is to be used in locations throughout Inyo County and will be subject to pavement temperature extremes ranging from as low as -7F (-22C) in the mountains to as high as 190F (88C) in the Death Valley area; therefore the selected mastic material's manufacturer's specification is required to show that its application is appropriate for a comparable range of temperatures.

On delivery, the Contractor shall be required to furnish a certified analysis test report, in duplicate, showing that the material conforms to all specification requirements. If the material, when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the

specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. EQUIPMENT RENTAL

The bid must include the rental of one (1) operational Mastic melting kettle trailer *compatible* with the Bidder's chosen Mastic product, on a monthly basis, for the entire term of the agreement from May 1st, 2022 to October 31, 2022.

Mastic melting kettle rental specifications are as follows:

- Minimum tank capacity of 250 gallons
- Minimum melt rate of 1,000 lbs. per hour
- Diesel powered engine
- Service Agreement for maintenance and repair of the kettle
 - o **Submit a copy of the rental agreement terms and conditions with your bid for review.**
 - o **Service agreement must include a statement ensuring that the OWNER shall replace equipment with identical or similar compatible equipment if the equipment fails to operate in accordance with manufacturer's specifications and operation instructions, and that such replacement shall be made as soon as practicable.**

3. DELIVERY AND PICKUP

The Contractor shall provide delivery and pick up to the address below;

Inyo County Road Yard
750 South Clay Street
Independence, CA 93526

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND SealMaster Bakersfield
FOR THE PROVISION OF MASTIC & KETTLE RENTAL SERVICES**

TERM:
FROM: May 1, 2022 TO: October 31, 2022

SCHEDULE OF FEES:

BID TOTAL COMPUTATION

Description	Quantity per Unit	Units	Delivered to	Unit Cost (including freight charges & tax)	Subtotal
Mastic Material	40,320 lbs. 44,800 lbs. (1 Truck Load)	2	Independence	\$32,583.60	\$65,167.20
Equipment Rental ¹	1 Month	6	Independence	\$4,848.75	\$29,092.50
Bid Total					\$94,259.70

Delivery Location Details:

Independence – Inyo County Road Shop, 750 South Clay Street, Independence, CA 93526

* The “Bid Total” is the amount to be placed in Section 5 of the Bid Proposal Form and constitutes the amount bid by the Bidder. The “Bid Total” includes all costs associated with providing the specified mastic material including shipping and taxes in addition to all costs associated with providing the specified equipment rental for the entire term of the agreement. The sole purpose of the “Bid Total” is to serve as a measure pursuant to which the County evaluates Contractor’s bid in relation to other bids received. The “Bid Total” is not intended, and shall not be construed, as the minimum or maximum amount payable by the County.

¹ Include Rental agreement terms and conditions

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND SealMaster Bakersfield
FOR THE PROVISION OF MASTIC MATERIAL & KETTLE RENTAL SERVICES**

TERM:

FROM: April 1, 2022 TO: September 30, 2022

SEE ATTACHED INSURANCE PROVISIONS

Specifications 4

Insurance Requirements for Vendors

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the Entity. The cost of such insurance shall be borne by the Vendor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

Minimum Limits of Insurance

Vendor shall maintain limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and an aggregate limit of \$2,000,000.

If the Vendor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Vendor shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Vendor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The policy or policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects products of the Vendor.
2. The Vendor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers, shall be excess of the Vendor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Vendor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning

shall not waive the Vendor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Vendor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Vendor may acquire against the Entity by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer

Special Risks or Circumstances

Entity reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



EQUIPMENT RENTAL AGREEMENT

SealMaster:

Name Meister Sealcoat and Supplies LLC
 Dba SealMaster Bakersfield
 Address 518 Sumner Street
Bakersfield, CA 93305
 Phone 346-226-7325
 Fax djoiner@sealmasterbakersfield.com

Customer:

Company _____
 Responsible Person _____
 Address _____
 City/State/ Zip Code _____
 Main Telephone # _____
 Cell Phone # _____
 Fax # _____
 E-mail _____
 Purchase Order # _____

CHECK ALL THAT APPLY:

CP125 SM125 Drop Tank Storage Tank Other Mastic Machine
 MA10 PA Torch 9hp Little Wonder Blower

UNIT # _____ PROOF OF INSURANCE REQUIRED? YES NO
 or
 WILL BE USING VARIOUS UNITS _____ OBTAINED COPY OF DRIVER'S LICENSE YES NO

VIN #	Date Picked Up or Delivered	By Whom?	Date Returned	By Whom?

Estimated Number of Days Required	Rental Rate	Deposit Amount	Delivery/ Pick-up Charge	F.O.B.	Terms

COMMENTS:

PLEASE NOTE:

1. Total charges are an estimate based upon the rental period and other information provided by the Customer.
2. Customer assumes all risks associated with the equipment during the Rental Period, including injury and damage to all persons, property, and the equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to operate the equipment.
4. If equipment does not operate properly, does not have operating and safe use instructions, is not suitable for Customer's intended use, or Customer has any questions regarding the safe operation of the equipment, Customer shall cease use of the equipment and contact SealMaster representatives immediately.
5. Equipment misuse or use of damaged or malfunctioning equipment may result in serious bodily injury or death and Customer agrees to assume all risk associated thereunder, and to indemnify Krebs and SealMaster entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands, and agrees to the estimated charges and all terms and sections contained within this contract including the "Indemnity, Hold Harmless, Waiver of Claims" section.
7. If it is previously mutually agreed that SealMaster will pick up the equipment when Customer is finished, Customer must contact SealMaster to request pickup of equipment. Customer will be responsible for the equipment until actually retrieved by SealMaster.
8. Customer waives its right to a jury trial in and any dispute.
9. Customer agrees to return equipment with fuel levels full and agrees to pay \$9.00 per gallon, if this provision is neglected by the Customer.

Customer Signature

Date

Print Customer Name

SealMaster Additional Terms and Conditions

1. **Inspection.** Customer acknowledges that Customer has had an opportunity to personally inspect the equipment and finds it suitable for his/her needs and in good operating condition, and Customer understands its proper use. Customer further acknowledges his/her duty to inspect the equipment prior to use and notify the SealMaster of any defects. Customer agrees to pay costs of repairs during this rental period, including labor, materials, parts, and other items, except for normal wear and tear. "Normal wear and tear" is defined as use of the equipment under normal work conditions with qualified personnel providing proper operation, maintenance, and service. If repairs exceeding normal wear and tear are necessary upon the return of the equipment, SealMaster is authorized to make such repairs, bill Customer, and Customer agrees to promptly pay for such repairs. Customer agrees to not cover, substitute, alter, or remove any identifying insignia displayed on the equipment. Customer will not permit equipment to be abused, abandoned, overloaded, used beyond capacity or for its unintended purpose. In the event any of the property becomes unsafe or in a state of disrepair, Customer will immediately discontinue the use thereof and promptly notify the SealMaster.
2. **Replacement of Malfunctioning Equipment.** If the equipment becomes unsafe or in disrepair, Customer agrees to immediately notify SealMaster and discontinue its use. SealMaster is not responsible for any incidental or consequential damages, including but not limited to loss of profits, continued costs, and/or loss of business or otherwise.
3. **Safety.** Customer agrees to provide the necessary safety equipment to Customer's employees during the operation of the equipment. Customer understands that the improper use of the equipment may result in serious injury or even death. Customer agrees to instruct all its operators in the safe use of the equipment. Customer assumes the responsibility that the equipment will be operated in strict compliance with all written and common sense safety regulations and procedures. Customer certifies that Customer has read the equipment manual and understands fully the safe operation of the equipment and is responsible for strict compliance with all safety regulations and operations by all persons using the equipment. Customer will always promote safe use of the equipment and will assure that all operators of the equipment will comply with the manufacturer's manual as well as all federal, state, and local codes and regulations pertaining to this equipment. Customer is solely responsible for and will assure that the equipment will only be operated by drug and alcohol free employees who are competent and proficient in the equipment functions and safety.
4. **Title.** The equipment shall at all times remain and be the sole and exclusive property of SealMaster. Customer shall have no right of property therein; but only the right to use the same upon and under the conditions herein contained. If equipment is levied upon for any reason whatsoever, SealMaster may retake equipment without notice or legal process and may take all reasonable action to do so.
5. **Unfettered Access.** Customer agrees to allow SealMaster unfettered access at any time during normal business hours to inspect the SealMaster equipment for any purpose.
6. **Moving Equipment.** At SealMaster's inquiry, Customer will notify immediately the exact location of the rented SealMaster equipment. No storage or drop tank is to be moved without SealMaster's written permission in advance of such move.
7. **No Warranties.** There are no warranties of merchantability or fitness, either express or implied. Customer acknowledges and agrees there is no warranty that the equipment is suited for Customer's intended use, or that it is free from defects. Equipment is accepted on an "as is, where is" basis with "all faults" and without recourse whatsoever against SealMaster entities. Customer assumes all risks associated with the equipment and releases SealMaster entities from all liabilities and damages including but not limited to lost profits, personal injury, and special incidental and consequential damages in any way connected with the equipment, its operation, or use or any defect or failure thereof or a breach of SealMaster's obligations. There will be no reimbursement for lost time, materials, expenses, and profits as a result of equipment failure.
8. **Indemnity. Hold Harmless. Waiver of Claims.** During the rental period, Customer assumes all risk associated with the possession, control, or use of the equipment including but not limited to, personal injury, death, property damage, pollution, rental charges, theft, losses, damage, and destruction, including Customer transportation, loading and unloading, whether or not it is the Customer's fault. After an incident, Customer shall immediately notify the appropriate authorities as well as SealMaster and provide SealMaster with any reports. Customer agrees to and shall indemnify and hold harmless SealMaster, its officers, agents, affiliates, and employees, from and against any and all claims, judgments, losses, damages, causes of action, suits, and liability of every kind (including expenses of litigation, court costs, and attorney's fees) incurred by SealMaster, its officers, agents, affiliates, and employees for injury to or death of any person, or for damage to or destruction of any property arising out of any claim made or litigation brought against SealMaster, its officers, agents, affiliates, or employees arising out of or in connection with any equipment or

product, whether purchased or rented by the Customer. The foregoing indemnity shall survive termination or expiration of this Agreement and shall be effective notwithstanding that separate or joint and several allegations are made simultaneously against SealMaster. It is the express intention of the parties hereto, both Customer and SealMaster, that the indemnity provided for in this paragraph is indemnity by the Customer to indemnify and protect SealMaster, its officers, agents, affiliates, and employees from the consequences of Customer's own negligence, whether that negligence is the sole or a concurring cause of the injury, death, or damage. Customer waives all claims for personal injuries, property damage, loss of time, or inconvenience, and any and all incidental and consequential damages arising out of the use of the rented equipment or trailer, or any accident or breakdown.

9. **Limitation of SealMaster Liability.** In consideration of the rental of equipment, Customer agrees that SealMaster's liability under this contract, including any liability arising from SealMaster, SealMaster's affiliates, entities, employees, or any third party's comparative, concurrent, contributory, passive, or active negligence or that arises as a result of any strict or absolute liability, shall not exceed the total rental charges paid by customer under this contract.
10. **Permitted Use.** Customer agrees that SealMaster has no control over the manner in which the equipment is operated during the rental period by the Customer or any third party that the Customer explicitly permits. Customer warrants that, prior to each use, Customer shall inspect the equipment to confirm that it is in good condition, without defects. Customer shall operate equipment for its intended use only. SealMaster is not responsible for training Customer's personnel unless specifically requested by Customer. Should the equipment become in disrepair, Customer will stop use immediately and notify SealMaster. Should the equipment be involved in an accident or become lost or stolen, Customer will notify SealMaster immediately. Customer will keep equipment in a secure location. Customer agrees that CUSTOMER WILL ONLY USE SEALMASTER CRACKFILLER AND SEALERS IN RENTAL EQUIPMENT.
11. **Unauthorized Use.** No one under 21 years of age or people other than employees of the Customer may operate the equipment. The equipment shall not be used for any illegal purposes or in a negligent, unauthorized, or abusive manner. Customer will not use a competitor's crackfiller and sealer in equipment rented from SealMaster.
12. **Environmental Cleanup.** In the event of any accident, casualty, or material spills resulting in pollution arising from Customer's use of SealMaster rented equipment, Customer agrees to accept all responsibility thereof and shall hold harmless from any and all claims, clean-up costs, fines, penalties, and action there from.
13. **Only SealMaster Products.** Customer agrees to use in this equipment only SealMaster products purchased from SealMaster stores.
14. **Unused Material.** Any unused material in the equipment at the time of return shall become the property of SealMaster and will not be reimbursed to Customer.
15. **Fuel Levels.** If fuel and fluid levels are relevant to the piece of equipment, Customer acknowledges that it is receiving the rental equipment with hydraulic fluid, antifreeze, transmission oil, DEF oil, and diesel fuel tanks completely full. The machine is to be returned with the fuel and fluid tanks completely full or SealMaster will fill such tanks and Customer agrees to immediately pay for the shortage at a rate of \$9.00/gallon.
16. **Maintenance.** Customer will shall perform routine maintenance on the equipment, including routine inspections of hoses, fluid levels, grease, cooling systems, water, batteries, and valves. Sealer equipment shall be cleaned and flushed frequently with water after each day's use. During the rental period, SealMaster has no responsibility to inspect and perform maintenance on the equipment unless the Customer requests a service call. Other than normal wear and tear, Customer shall pay for full repair and rental charges until the repairs are completed. Customer hereby grants SealMaster the right to enter the physical location of the equipment to inspect and make any repairs.
17. **Rental Rates.** The total charges specified in this contract are estimated based upon Customer's representation of the estimated rental period identified on page one of this agreement. Rental rates beyond the estimated rental period may change. Weekly or monthly rates will not be prorated. Rental charges accrue during Saturdays, Sundays, and Holidays. The rental rates do not include present and future taxes and any other governmental charges based upon Customer's possession and/or use of the equipment. Rental rates do not include any delivery or pick up, maintenance, repair, lost key or fuel or fluid replacement charges.
18. **Freight Rates.** If SealMaster is asked to transport the equipment, there will be a round trip fee to drop off any rental equipment, drop tank, fills, or refills. There is also a final freight charge for SealMaster to do a final pick up of the equipment when Customer is finished. The charges are calculated on a per-mile basis for the complete round trip, calculated at the going rate at that particular time. For tanker and tractor-trailer loads, the minimum freight charge is \$250.
19. **Inclement Weather.** There shall be no adjustment in rental fees for inclement weather.
20. **Sealer Minimums.** The minimum sealer requirement for drop tanks is 2000 gallons. The minimum annual sealer usage for a storage tank is 10,000 gallons.
21. **No Credit for Unused Material.** Any crack filler or sealer left inside the holding tanks when the rental equipment is returned to SealMaster, shall become the property of SealMaster without refund or compensation to the Customer.
22. **Agitated Equipment.** Customer agrees to agitate daily any storage or drop tank that has material in it.
23. **Personal Effects.** SealMaster is not responsible for any personal effects in, on, or around the rented equipment.

24. **Use of Purchase Order.** The use of any Customer's purchase order number on this agreement is for Customer's convenience and identification only. This agreement constitutes the sole agreement between SealMaster and Customer and supersedes any purchase order provisions whether sent to or received prior to or subsequent to this agreement. Absences of purchase order numbers shall not constitute grounds for non-payment of rental charges when Customer has enjoyed or had the right to enjoy use of rented equipment.
25. **Terms.** Customer's rental of Equipment is conditioned upon Customer's agreement with this Contract and all of its terms. Customer's execution of this Contract or taking possession of the Equipment shall be deemed acceptance of the terms herein. Customer shall pay SealMaster the rental rates including any minimum and other charges described herein when due, return the Equipment to SealMaster as required herein and otherwise comply with the Contract. This Contract is true tense. The Equipment is and shall remain the personal property of SealMaster and shall not be affixed to any other property.
26. **Transferability.** SealMaster may assign its rights under this agreement without Customer's consent, but will remain bound by all obligations herein. Customer may not assign this agreement or loan the equipment without the written permission of SealMaster. Any purported assignment by Customer is void.
27. **Time of Return.** Customer's right to possession terminates on the expiration of the rental period and retention of the equipment after this time constitutes a material breach of this agreement. Time is the essence of this agreement. Any extension must be mutually agreed upon in writing. Upon expiration of this agreement, Customer must return rental equipment to the SealMaster location from which the equipment was rented and cannot be returned to any other store.
28. **Late Return.** Upon termination of the rental period, Customer agrees to return the rented equipment during regular store hours of SealMaster. If not timely returned, Customer shall pay an additional charge of 1 ½ times the daily rate for each day until such equipment is returned. In the event the equipment is returned after SealMaster's regular business hours, Customer agrees to be responsible for and pay for any damage or loss of equipment until the SealMaster's next business day.
29. **Termination.** SealMaster may terminate this contract at any time without reason or notice. Upon termination of this agreement, Customer will promptly return the rental equipment and all attachments and parts belonging thereto, to SealMaster's place of business, in the same condition in which such property was received, ordinary wear and tear excepted in the possession or control of Customer hereunder. In the event that the SealMaster must resort to litigation to recover for damages caused to or loss of such property, Customer also agrees to pay SealMaster's reasonable attorney fees and court costs. If the Customer had previously picked up the equipment at a store, the customer must return the equipment to the same store during normal store hours.
30. **Reported Stolen.** Should the rental property not be returned by the due date or demand for return, the SealMaster, at the SealMaster's sole discretion, may report the property stolen and revert any and all weekly or monthly charges back to a daily-use charge times 1 ½.
31. **Dirty, Damaged, Lost or Stolen Equipment.** Customer agrees to clean the equipment prior to returning it and pay for any dirty, damaged, lost or stolen equipment, as an insurer, regardless of cause, except from normal wear and tear, while in Customer's possession and until equipment is returned to SealMaster during normal business hours. Should the equipment not be cleaned, Customer agrees to pay SealMaster \$90/hour for cleaning with a minimum charge of \$250. Accrued rental charges are in addition to the purchase or cost of repair of damaged, lost, or stolen equipment. Equipment damaged beyond repair will be paid for at its replacement value when rented. The cost of repairs will be borne by Customer, whether performed by SealMaster or, at the option of SealMaster, by others.
32. **Tire Replacement.** Customer acknowledges that repair and/or replacement of tires is not included in the rental rates and Customer agrees to pay for repairs or any replacement of tires damaged during Customer's possession.
33. **Time of Payment.** Customer agrees to pay in full at the time of the rental, unless SealMaster approves Customer credit terms. No offsets shall be allowed. Customer must notify SealMaster any disputed amounts within 15 days after receipt of invoice.
34. **Collection Costs.** Customer agrees to pay all reasonable collections, attorney's fees, court costs, and other expenses involved in the collection of the charges or enforcement of rights of SealMaster under this Agreement. Customer agrees to pay \$75 for any check declared as insufficient funds and pay 1 ½ % monthly interest until the balance is paid.
35. **Repossession.** Upon failure to pay rent or other breach of this Agreement, SealMaster may terminate this Agreement and take possession of and remove the goods or equipment from wherever they are, without notice, and SealMaster and its agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods or equipment.
36. **Theft Warning.** Failure, refusal, or neglect to return the rental property within 48 hours after the agreed rental period has expired or been terminated, or the presenting of false, fictitious, or misleading identification to SealMaster shall be prima facie evidence of an intention to commit larceny.
37. **Duty of Care.** Customer agrees to not operate the equipment in a careless or negligent manner.
38. **Loading and Unloading Goods and Equipment.** If SealMaster is delivering equipment or product to Customer or picking up equipment from Customer, Customer is responsible for loading and unloading the goods or equipment. If employees of SealMaster assist in loading and unloading the goods or equipment, Customer agrees to assume the risk

of, and hold SealMaster, its officers, agents, and employees harmless from any claim for property damage or personal injuries.

39. **Towing Equipment Requirements and Inspection.** To properly tow the equipment on trailers, a 3” pintle hitch set between 19” and 27” from the ground is required. The unit is equipped with electric brakes, 7 flat RV-style connector, and working light harness. Customer agrees to inspect the trailer coupling and safety chain before towing. Customer also agrees to inspect the equipment periodically to make certain the tires are properly inflated, the lights work, and the hitch and safety chain are properly installed and secure.
40. **Damage to Property Transported.** Customer waives all claims for loss or damage to property transported in or on the equipment.
41. **Damage to Vehicles.** Customer is responsible for all damage to all vehicles involved in transporting the equipment, including, but not limited to, bumper damage.
42. **Valid Driver’s License.** Customer will provide SealMaster a copy of a valid driver’s license.
43. **Insurance.** Customer, at its own expense, agrees to have adequate insurance coverage for such loss and damage during the rental period. The Customer shall exercise all rights available to Customer under the said insurance policy and make all action necessary to process said claim. Customer further agrees to assign said claim and all proceeds from such insurance to SealMaster. Upon request of SealMaster, Customer shall instruct its insurance carrier to **name _____ (business name) as additionally insured**, and provide SealMaster with certificate of insurance stating this is in effect throughout the rental period. The insurance must include a minimum of \$1,000,000 general liability insurance for contractual liabilities herein, property insurance against loss by all risks to the equipment in the amount equal to or greater than the Manufacturer’s Suggested List Price, worker’s compensation insurance as required by law. In the case of renting vehicles and applicators on trailers, complete automobile, trailer and towing insurance must be provided, including comprehensive, collision, uninsured/underinsured motorist coverage. Customer agrees to waive any and all rights of recovery or subrogation as allowed by local law. Customer’s failure to procure and maintain applicable insurance as described above does not relieve Customer from any liability that was otherwise be covered. To the extent that SealMaster entities carry insurance, such shall be considered excess insurance.
44. **Taxes and Local Regulations.** At all times, until the equipment is returned to SealMaster, Customer shall comply with all local regulations related to the equipment’s use including paying for any and all taxes, fees, licenses, permits, assessments (“expenses”) arising out of use in the local jurisdiction. Customer agrees to these expenses whether they appear as part of this contract or whether said expense is later on claimed by a government authority. In the event of a claim against SealMaster by any government authority for expenses arising out of this transaction, Customer agrees to pay to SealMaster said expenses plus interest upon demand.
45. **Disclaimer of Agency.** Customer acknowledges that Customer is not an agent of SealMaster for any purpose.
46. **Severability.** The provisions of this Agreement shall be severable so that the invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions or hereof.
47. **Notice of Non-Waiver.** The failure of SealMaster at any one or more times to insist upon strict performance by Customer of the conditions and terms of this Agreement shall not be construed as a waiver of SealMaster’s right to demand strict compliance.
48. **Integration.** This Agreement comprises the entire Agreement between the parties, and it is acknowledged that there are no understandings, representations, warranties, or promises, verbal or otherwise, pertaining to this Agreement or to the equipment, which are not incorporated herein. Furthermore, this Agreement shall not be waived or altered, in whole or in part, except in writing signed by the parties.
49. **Jurisdiction.** The laws of _____ California _____ (state) and _____ Kern _____ (county) shall govern the construction and enforcement of this agreement.
50. **Jury Trial Waiver.** In any dispute arising out of, in connection with, or in any way pertaining to this contract, Customer, _____ (name of business), and SealMaster entities hereby knowingly, voluntarily, and intentionally waive any right to a trial by jury. This waiver being a material inducement to entering into this contract.
51. **Miscellaneous.** This Agreement does not, in any manner, appoint or constitute Lessee as a Lessor’s agent or legal representative for any purpose whatsoever. This Agreement rescinds and supersedes all prior oral or written agreements between the parties and sets forth the entire agreement between them. Neither this Agreement nor any amendment or modification of it shall be binding unless in writing and executed by all parties to this Agreement. This document contains the complete Agreement between the parties and cannot be modified except in writing approved by Lessor and Lessee. This shall be binding upon the parties hereto, their respective legal representatives, heirs, successors, and assigns.
52. **Construction.** The paragraph headings used herein are for convenience only and not to be used in construing the meaning or intent of any of the terms or provisions of this Lease Agreement.

IN WITNESS WHEREOF, the SealMaster and Customer have executed this agreement on this _____ day of _____, 20__.

I, the Customer, hereby acknowledge that I have read, understand, and will abide by all of the above terms and conditions of this Agreement.

CUSTOMER: _____

Name of Business

By: _____
Name

By: _____

Its: _____
Title

Its: _____

Proof of Certificate of Insurance Requirements for the following equipment:

- CP125
- SM125
- Drop Tank
- Storage Tank
- _____ (other)

When Contractor is renting any of the above, the Contractor must name _____ (name of business) as additionally insured and provide written proof of such coverage (*Please see attached Certificate of Liability Insurance sample*). The Certificate of Insurance must include at a minimum:

Commercial General Liability	<ul style="list-style-type: none"> • To be written on an Occurrence Form • Limits not less than \$1,000,000 Each Occurrence Bodily Injury and Property • Damage to Rented Premises \$50,000 • Medical Expense for Any One Person \$5,000 • Personal and Adv Injury \$1,000,000 • General Aggregate \$2,000,000 • Products – Comp/Op Agg \$2,000,000
Automobile Liability	<ul style="list-style-type: none"> • For CP125, SM125, Sealer Dispensing Units, and Drop Tank. Not required for Storage Tank. • To include Comprehensive and Collision Cover for all Leased, Hired, and Rented Automobiles • Limits of liability of not less than \$1,000,000 Combined Single Limit
Leased/Rented Equipment	<ul style="list-style-type: none"> • Inland Marine Coverage including specific endorsement for “Contractors Equipment Leased or Rented from Others”. • Not less than current Manufacturer’s Suggested Retail Price • Cause of loss should be ALL RISK

Have your insurance company list the below as a “**Loss Payee and Additional Insured ATIMA**”. Please name the Certificate Holder for the Certificate of Insurance as listed below:

Name of Business: _____
dba SealMaster
Address: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency Name Address City, State, Zip	CONTACT NAME: Insurance Agent Contact Name	
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ of Agent	
INSURED Leesee Name Address City, State, Zip	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Insurance Carrier Name	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	X		Policy Number	00/00/0000	00/00/0000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	X		Policy Number	00/00/0000	00/00/0000	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased/Rented Equipment	Y		Policy Number	00/00/0000	00/00/0000	Limit per item/occ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Equipment Leased, Serial Number, & Value:
 Krebs Corporation is listed as a Loss Payee and Additional Insured ATIMA in respects to the above listed item.

Auto: Comprehensive & Collision Coverage applies to Hired Autos

CERTIFICATE HOLDER	CANCELLATION
Name: _____ Address: _____ _____	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Signature of Agent Required

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ACORD 25 (2016/03)

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Revised 03/22/2017

Initial _____ Page 9 of 10

Credit Card Letter of Authorization

I hereby authorize SealMaster to charge the credit card for any and all additional expenses related to the rental of SealMaster equipment including but not limited to days rented, materials used, fuels and liquids replenished, excessive wear and tear and damage, and any delivery or pickup fees. Please use the following credit card account. I agree that my email or facsimile signature shall be binding as an original.

Credit Card Number: _____ Exp: _____ Code: _____

Card Billing Address: _____

Cardholder Name: _____

Cardholder Signature _____ Date: _____

(Please attach a copy of driver's license and insurance certificate)

QUOTE #MW22106

ENVIRONMENTAL CONCEPTS

Pavement Preservation
Specialties

DATE: 03-24-2022

MAKING THE QUALITY DIFFERENCE



BID PROPOSAL

#RD22-01

MASTIC MATERIAL & KETTLE RENTAL

Thank you for your business!

:MW

California Resale # 103039783 CT Vendor #VC0000011170

PAVEMENT PRESERVATION SPECIALTIES, INC. DBA Environmental Concepts

20432 VALLEY BLVD., STE. B-1, Tehachapi CA 93561

CELL: 805.839.9829 Phone: 661.822.0472 Fax: 661.822.3218

BID NO. RD22-01

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THE PROVISION OF MASTIC MATERIAL & KETTLE RENTAL

BID NO. RD22-01

NOTICE TO BIDDERS

This Bid Package, which includes the following:

**Notice Inviting Bids,
Bid Proposal Forms,
and
County of Inyo Purchase Order Agreement**

Must be submitted in its entirety. Do not remove any pages.

Be sure to fully complete all forms and sign.

COUNTY OF INYO

NOTICE INVITING BIDS

**NOTICE IS HEREBY GIVEN THAT INYO COUNTY IS SOLICITING BIDS
FOR:**

“THE PROVISION OF MASTIC MATERIAL & KETTLE RENTAL”

Sealed Bids will be received at the Clerk of the Board of Supervisors’ Office, 224 N. Edwards Street, P.O. Drawer N, Independence, California 93526 until **3:30 p.m. Thursday, March 31st, 2022** at which time they will be publicly opened and read.

Bids must be in a **sealed** envelope, addressed to the Clerk of the Board of Supervisors, 224 N. Edwards Street. P.O. Drawer N, Independence, California 93526. Indicate on the outside of the bid envelope **“BID NO. RD22-01 – Mastic Material and Kettle Rental”**

All bids must state the firms name and be signed by a responsible officer or employee.

The period for which the specified crack seal materials and equipment rental are to be provided pursuant to this Bid is from May 1, 2022, through and including October 31, 2022.

Inyo County reserves the right to reject any or all bids, or to waive any minor informality in any bid, if it is deemed to be in the best interest of the County of Inyo.

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms and Purchase Order Agreement, may only be obtained from the Inyo County Public Works / Road Department, 168 N. Edwards Street, P.O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201, and may be inspected at the above Department office during regular business hours. Bid packages are also available at the County of Inyo website at [https://www.inyocounty.us/Bid Packages.html](https://www.inyocounty.us/Bid_Packages.html)

BID PROPOSAL FORM

TO: COUNTY OF INYO
Department of Public Works / Road Department
168 N. Edwards St., P.O. Box Drawer Q
Independence, CA 93526
(Herein called "County")

FROM: Pavement Preservation Specialties, Inc., dba Environmental Concepts
Mailing Address: 27801 Hale Ct.
Techahapi, CA 93561
(Herein called "Bidder")

FOR: MASTIC MATERIAL/ KETTLE RENTAL

In submitting this Bid, it is understood that:

1. INCLUSION OF ALL COSTS:

This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Provision of Mastic Material, including Exhibit A, B, and C hereto.

2. CONTRACT DOCUMENTS

The Notice Inviting Bids, this Bid Proposal Form, and the Purchase Order Agreement for the Provision of Mastic Material & Kettle Rental, and any documents incorporated herein, including Exhibits A and B, hereto, are referred to collectively as the Contract Documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, and approval by the Inyo County Board of Supervisors. The contract documents are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein.

3. ACCEPTANCE

The County reserves the right to reject any and all Bids. However, this Bid shall remain open and shall not be withdrawn for a period of at least sixty (60) days after the date set for its opening and shall remain open and valid thereafter until it is withdrawn by Bidder. The Bidder will execute and deliver the Purchase Order Agreement for the Provision of Mastic Material & Kettle Rental, any certificates or other required proof of insurance, and any other required documents, to the County no later than fifteen (15) days after receipt of notification to Bidder of the award of that Contract.

Failure to bid all items on the Schedule of Fees, Attachment B, will render the Bid insufficient and subject the same to being rejected.

No Bid will be accepted wherein the price quoted is specified as a posted price with an escalator "UP" clause, whether or not such escalator clause has a "TOP" or maximum limit to which the price may advance.

The Contractor will be allowed no claim for anticipated profits, loss of profits, or for any damages of any sort because of any differences between the estimated amounts set forth in this bid package and actual amount of material ordered and delivered during the course of the contract.

4. BID PRICE AND TOTAL

The specific bid price for the materials and services to be rendered pursuant to the Agreement for which this bid is made are set forth in Attachment B hereto, entitled "Schedule of Fees"; for purpose of making this Bid the amount of this Bid is the "Bid Total" amount set forth in Attachment B, which follows:

BID TOTAL IN NUMBERS:	IF ORDERED BY	EXTENDED PRICE
	5/1/2022	\$110,314.79
	6/1/2022	\$111,075.08
	7/1/2022	\$111,835.36
\$	8/1/2022	\$112,690.68

BID TOTAL IN WORDS:	IF ORDERED BY	EXTENDED PRICE
	5/1/2022	One Hundred Ten Thousand, Three Hundred Fourteen Dollars and 76 cents
	6/1/2022	One Hundred Eleven Thousand, Seventy Five Dollars and eight cents.
	7/1/2022	One Hundred Eleven Thousand, Eight Hundred Thirty Five Dollars and Thirty-Six Cents.
\$	8/1/2022	One Hundred Twelve Thousand, Six Hundred Ninety Dollars and Eight Cents

5. ADDENDA:

The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid: (Fill in Addendum numbers and dates Addenda have been received. If none have been received enter "NONE".) NONE

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS BID MAY BE REJECTED.

7. BIDDER'S BUSINESS INFORMATION:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, and also the names of the president, secretary, treasurer and chief executive officer/manager thereof. If Bidder is a partnership, joint venture, or other business entity, state the true name of the firm, and also the names of all partners, joint ventures, or other entities or parties having authority to act on behalf of the entity, such as officers, owners or directors. If Bidder or other interested person is an individual, state your first, middle and last names in full.

Bidder provides the following information concerning Bidder's business:

7.1 Bidder's Name: PAVEMENT PRESERVATION SPECIALTIES DBA ENVIRONMENTAL CONCEPTS

7.2 Address: 27801 Hale Ct
Tehachapi, CA Zip 93561

(The above address will be used to send notice of acceptance or request for additional information.)

7.3 Telephone 661-822-0472

7.4 Federal I.D. No. 81-4874401

7.5 Type of Business (check one):

Individual (), Partnership (), Joint Venture Corporation (), Other Specify:

7.6 Owners, Officers, Partners, or other Authorized Representatives:

THE UNDERSIGNED HEREBY DECLARES UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THEY ARE THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

Nancy Davis PRESIDENT
(Signature of Authorized Person) (Title)
NANCY DAVIS 03-25-22
(Printed Name) (Date)

8. EXECUTION AND AGREEMENT

8.1 The undersigned Bidder hereby declares and agrees that:

(a) NANCY DAVIS (Name of Bidder or Bidder's Representative) has carefully examined the Specifications, Purchase Order Agreement, and other portions of this Bid package and submits this Bid in accordance therewith.

(b) That if this Bid is accepted, the Bidder will enter into a written Purchase Order Agreement with the County of Inyo, State of California.

(c) That if Bidder receives Notice of Award, Bidder will accept in full, as payment for the material and services to be furnished pursuant to said Agreement, the amounts shown on Attachment B, Schedule of Fees, of this Bid Package. It is understood and agreed that the quantities set forth are but estimates and the unit price will apply to the actual quantities ordered, whatever they may be.

(d) It is understood that no later than fifteen (15) days after receipt of notice of award, the Bidder shall return the signed Purchase Order to the County.

PAVEMENT PRESERVATION SPECIALTIS, DBA ENVIRONMENTAL
(Company Name)

Nancy Davis
(By)

NANCY DAVIS
(Print Name)

PRESIDENT
(Print Title)

9. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with “**BID NO. RD22-01 – Mastic Material and Kettle Rental**” and the name of the Bidder printed on the outside of the envelope.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:30 P.M. on March 31st, 2022.**

Note: PLEASE BE ADVISED that despite information you may receive from mail services, “Overnight” delivery by the USPS, UPS, FedEx, and other carriers is often scheduled as a two-day delivery due to the remote nature of Inyo County.

For questions or comments regarding specifications please contact Travis Dean at tdean@inyocounty.us or (760)-878-0203.

PO # _____

Date _____

PURCHASE ORDER AGREEMENT

This Purchase Order Agreement ("PO") is made by and between the County of Inyo ("County") and the party to which this PO is addressed ("Contractor"), as a part of the Purchase Order numbered above or on the reverse and incorporated herein by reference, effective as of the date of the Purchase Order.

1. Contractor shall provide all services and/or materials for the compensation and within the time period as specified in the PO.
2. County shall make payment to Contractor in accordance with the terms set forth in the PO within sixty (60) days after receipt of an itemized written statement or invoice from Contractor.
3. Contractor shall comply with applicable law in the provision of services and/or materials pursuant to this P.O. Contractor shall obtain and maintain all such licenses, permits, or other authorizations to provide such services and/or materials, as are required by law or by express provision of this PO, during Contractor's provision of such services and/or materials.
4. Contractor waives any right to, and shall deliver possession and title to County, of all publications, computer programs, inventions, or other property which result from the performance of services by Contractor pursuant to this PO unless otherwise expressly agreed in writing by County.
5. Contractor shall, and shall require its agents, officers and employees to maintain the confidentiality of, any and all proprietary, privileged, or otherwise confidential information in County's possession and obtained by them as the result of performance of this PO, and refrain from disclosing or using the information except as necessary to provide services and/or materials pursuant to this PO.
6. Contractor shall maintain workers' compensation insurance to the extent required by law, and shall maintain at least the minimum types and amounts of other insurance coverage usual and customary for persons or firms engaged in the provision of the same or similar type of services and/or materials.
7. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, employees and volunteers from and against any and all claims, liability, and other costs, including litigation costs and attorney's fees, arising out of or resulting from acts or omissions in the provision of services and/or materials hereunder by Contractor or Contractor's agents, officers, employees, or volunteers, or any person for whose acts or omissions any of them may be liable. County agrees to defend, indemnify, and hold harmless Contractor and Contractor's agents, officers, and employees from and against any and all claims, liability, and other costs, and expenses, including litigation costs and reasonable attorney's fees arising out of or resulting from the active negligence or wrongful acts of County or County's agents, officers, employees, or volunteers in carrying out this PO.
8. Contractor shall prepare and maintain records required by law or this PO regarding the provision of services and/or materials pursuant to this PO, and make such records available for inspection by County and other authorized entities and persons for reasonably requested audit or evaluation purposes.
9. Contractor shall refrain from, and require its agents, officers, and employees to refrain from, unlawfully discriminating in violation of applicable law against any person in the course of providing services and/or materials pursuant to this PO, because of the person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex or as otherwise prohibited by law.
10. Contractor shall provide to County all warranties for all materials provided pursuant to this PO which are implied or expressly provided by law or which the manufacturer customarily provides to purchasers or users.
11. This PO may be terminated by either party upon at least ten (10) days prior written notice. Contractor shall be entitled to payment for services and/or materials provided prior to receipt of notice of termination in accordance with terms and conditions of this PO.
12. This PO may be amended only by mutual written consent of the parties, is intended as the entire agreement between the parties, superseding all previous agreements between them. If any portion is determined to be invalid, the remaining portions shall continue in full force and effect.
13. This PO is governed by California law. Venue for any legal proceeding arising out of or related to it shall be in Inyo County, California. If either party initiates legal proceedings against the other party with respect to this PO, the nonprevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees).
14. The parties are independent contractors, and the employees, officers, and agents of one party shall not be deemed to be employees of the other party for any purpose.
15. Contractor's signature to this PO and/or Contractor's provision of services and/or materials pursuant to it shall constitute Contractor's agreement to its terms and conditions. County's issuance of this PO constitutes County's agreement to its terms and conditions.
16. Notwithstanding the above, this Purchase Agreement is subject to and incorporates herein the terms of the bid specifications concerning the purchased items.

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Pavement Preservation Specialties, Inc., dba Environmental Concepts
FOR THE PROVISION OF MASTIC MATERIAL & KETTLE RENTAL SERVICES**

TERM:

FROM: May 1, 2022 TO: October 31, 2022

SCOPE OF WORK:

Contractor shall furnish to the County of Inyo, the materials, equipment, labor, and related services set forth in Attachment B, Schedule of Fees, in accordance with the terms and conditions of this Agreement.

1. MATERIAL

The requirements and specifications for Mastic Material shall meet the following requirements of ASTM 8260-20, "Hot Applied Asphalt Aggregate Filled Mastic".

Specification as follows:

ASTM	Test Description	Result
D5329	Cone Penetration 77°F (150G/5S)	45 Max
D36	Softening Point	180°F Min.
D3111	Flexibility 1" Mandrel: 90° bend 2s	Pass 20°F (7°C)
D5329	Tensile Adhesion: 77°F/22°C	400% Min.
D5329	Resilience: 77°F/25°C	30% Min.
	Asphalt Compatibility	Compatible
	Recommended Application Temp.	380°F
	Maximum Heating Temp.	400°F

Additional location specific requirements:

SEE ATTACHMENTS A1 & A2

*The mastic material is to be used in locations throughout Inyo County and will be subject to pavement temperature extremes ranging from as low as -7F (-22C) in the mountains to as high as 190F (88C) in the Death Valley area; therefore the selected mastic material's manufacturer's specification is required to show that its application is appropriate for a comparable range of temperatures.

On delivery, the Contractor shall be required to furnish a certified analysis test report, in duplicate, showing that the material conforms to all specification requirements. If the material, when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the

specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. EQUIPMENT RENTAL

The bid must include the rental of one (1) operational Mastic melting kettle trailer *compatible* with the Bidder's chosen Mastic product, on a monthly basis, for the entire term of the agreement from May 1st, 2022 to October 31, 2022.

Mastic melting kettle rental specifications are as follows:

- Minimum tank capacity of 250 gallons
- Minimum melt rate of 1,000 lbs. per hour
- Diesel powered engine
- Service Agreement for maintenance and repair of the kettle
 - o **Submit a copy of the rental agreement terms and conditions** with your bid for review.
 - o Service agreement must include a statement ensuring that the OWNER shall replace equipment with identical or similar compatible equipment if the equipment fails to operate in accordance with manufacturer's specifications and operation instructions, and that such replacement shall be made as soon as practicable.

3. DELIVERY AND PICKUP

The Contractor shall provide delivery and pick up to the address below;

Inyo County Road Yard
750 South Clay Street
Independence, CA 93526



for Mastic Comparative Spec Analysis

ASTM	Test Description	CRAFCO MASTIC ONE Result	"OTHER" MASTIC BRAND Result	What this test determines:
D5329	Cone Penetration 77°F (I 50G/5S)	60 Max	45 Max	CONE PENETRATION: The higher the number, the stiffer the product. 60 Max vs. 45 Max means CRAFTCO MASTIC ONE is better suited for hot temperatures.
D36	Softening Point	200°F (93°C) Min	180°F Min.	SOFTENING POINT: The higher the number the stiffer the product, and less likely to track in hot temperatures. 200°F vs 180°F shows that CRAFCO MASTIC ONE performs better.
D3111	Flexibility 1" Mandrel: 90° bend	Pass at 32°F (0°C)	Pass 20°F (7°C)	FLEXIBILITY: Measures that at a given temperature, the material will rebound when depressed with a specific device. CRAFCO MASTIC ONE rebounds at 32°F while "Other Mastic Brand" rebounds at 20°F, indicating it is a softer material than Crafcoc and not suited for hot temps.
D5329	Tensile Adhesion: 77°F/22°C	25 PSI (172 KPA) Min.	400% Min.	ADHESION: Crafcoc tested the force it takes to pull up the finished product. The "Other Mastic Brand" tested the elongation of the binder with no aggregate added! This testing method should have included the finished product because when aggregate is added, the properties change. CRAFCO's testing process is trustworthy.
D5329	Resilience: 77°F/25°C	50% Min	30% Min.	RESILIENCE: Measures sealants that perform well in the field. This measures the rebound of the crack sealant in a percent of recovery at 20 seconds. 50% Min vs. 30% Min shows that CRAFCO MASTIC ONE performs better.

Summary: CRAFCO MASTIC ONE is the better solution for the Inyo County environment!

ATTACHMENT A-2



PRODUCT DATA SHEET

MASTIC ONE

PART NO. 33339

March 2020

6165 W Detroit St. • Chandler AZ 85226
+1 (602) 276-0406 • +1 (800) 528-8242 • FAX +1 (480) 961-0513
www.crafco.com

READ BEFORE USING THIS PRODUCT

GENERAL Mastic One is a hot-applied, pourable, aggregate filled, black color, polymer modified asphalt pavement repair mastic. Mastic One complies with ASTM D8260 Type I. Mastic One is used for sealing, filling and repairing many distresses in both asphalt concrete and portland cement concrete pavements and bridge deck surfaces that are larger than those typically repaired by crack or joint sealing, but smaller than repairs requiring remove and replace patching procedures. Typical uses include sealing, filling and leveling of wide transverse or longitudinal cracks and joints, filling potholes and utility cuts, localized skin patch repairs, repairs prior to surface treatments, and leveling bridge approaches or faulted areas. When properly applied, Mastic One forms a well-bonded, flexible, durable, traffic resistant repair. To use, Mastic One is placed into an appropriate melter (Crafco Patcher units), mixed and heated until application temperature is reached, poured into the prepared repair area and then leveled. Mastic One is formulated to provide neat feathered edge installation. Mastic One is then ready for traffic when it has cooled and solidified. VOC = 0 g/l.

PROPERTIES Properties of the binder, aggregate and blended and heated Mastic One according to ASTM D8260 are as follows:

<u>Property</u>	<u>Requirement</u>
POLYMER MODIFIED BINDER	
Cone Penetration, 77°F (25°C) (ASTM D5329)	60 max
Cone Penetration, 122°F (50°C) (ASTM D5329)	120 max
Softening Point, (ASTM D36)	200°F (93°C) min
Flexibility, 1" (25.4 mm), 180°, 10 sec (ASTM D3111 modified)	Pass at 32°F (0°C)
AGGREGATE	
Abrasion Resistance (ASTM C131)	35% max
BLENDED PRODUCT	
Flexibility, 32°F (0°C) (ASTM D5329)	Pass
Adhesion, 77°F (25°C) (ASTM D5329)	25 PSI (172 KPA) min
Specific Gravity	1.7 -2.0
Minimum Application Temperature	375°F (190°C) *
Maximum Application Temperature	400°F (204°C)
Test	
Mastic Resilience (ASTM (8260)	50% minimum
Effects of Rapid Deformation (ASTM D2794) (-7°C)	3 passing specimens no chipping, cracking or separation 8 N-m
Crack Bridging (ASTM C1305 modified) (-7°C)	Pass 3 cycles
Mastic Stability (ASTM D8260) (70°C)	40.0 mm maximum

*Refer to installation instructions if working on sloped pavements or repairing larger defects

INSTALLATION The density of Mastic One is 116 pcf (+/- 3%) and the weight per gallon is 15.5 lbs./gal (1.86 kg/l) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Mastic One to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are available at www.crafco.com and provided with each pallet of Mastic One.

PACKAGING Mastic One is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Each package contains premeasured polymer modified binder and aggregate. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- o **BOX** packaging consists of cardboard boxes containing approximately 40 lb. (18.1 kg) of product with 60 boxes per pallet, weighing approximately 2400 lb. (1088 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- o **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

WARRANTY Crafco, Inc. warrants that Crafco products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation.**

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Pavement Preservation Specialties, Inc., dba Environmental Concepts
FOR THE PROVISION OF MASTIC & KETTLE RENTAL SERVICES**

TERM:

FROM: May 1, 2022 TO: October 31, 2022

SCHEDULE OF FEES:

BID TOTAL COMPUTATION

Description	Quantity per Unit	Units	Delivered to	Unit Cost (including freight charges & tax)	Subtotal
Mastic Material	44,800 lbs. (1 Truck Load)	2	Independence		
Equipment Rental ¹	1 Month	6	Independence		
Bid Total					

SEE ATTACHMENT B-1

Delivery Location Details:

Independence – Inyo County Road Shop, 750 South Clay Street, Independence, CA 93526

* The “Bid Total” is the amount to be placed in Section 5 of the Bid Proposal Form and constitutes the amount bid by the Bidder. The “Bid Total” includes all costs associated with providing the specified mastic material including shipping and taxes in addition to all costs associated with providing the specified equipment rental for the entire term of the agreement. The sole purpose of the “Bid Total” is to serve as a measure pursuant to which the County evaluates Contractor’s bid in relation to other bids received. The “Bid Total” is not intended, and shall not be construed, as the minimum or maximum amount payable by the County.

¹ Include Rental agreement terms and conditions



Schedule of Fees

Due to extreme market volatility, most of us are aware that liquid asphalt oil/diesel prices have increased dramatically and most notably in the last four months. Therefore, pricing will be on a sliding scale based on percent increments we have seen in the last four months.

SCHEDULE

IF ORDERED BY:	1-May	1-Jun	1-Jul	1-Aug
Mastic Material	\$0.70	\$0.70	\$0.70	\$0.70
*Freight/#	\$0.10	\$0.11	\$0.11	\$0.12
Total	\$0.80	\$0.81	\$0.81	\$0.82

* Freight is by 3rd party and fuel is charged based on oil pricing based on California Statewide Oil Prices (SEE ADDENDUM 2)

MATERIAL

DESCRIPTION	QUANTITY PER UNIT	UNITS	IF ORDERED BY	UNIT PRICE (incl. freight & sales tax)*	EXTENDED PRICE (incl. freight and sales tax)
Crafco Mastic One Plexi Melt* Delivered to Independence, CA	44,100	2	5/1/2022	\$37,871.65	\$75,743.29
			6/1/2022	\$38,251.79	\$76,503.58
			7/1/2022	\$38,631.93	\$77,263.86
			8/1/2022	\$39,059.59	\$78,119.18

*Sales tax is calculated at 7.75%

EQUIPMENT RENTAL

DESCRIPTION	QUANTITY PER UNIT	UNITS	UNIT PRICE (incl. sales tax, excl. freight)**	EXTENDED PRICE (incl. sales tax, excl. freight)	DELIVERY & PICKUP***	6-MONTH TOTAL
Patcher II Equipment Rental Delivered to Independence, CA	1 month	6	\$5,495.25	\$32,971.50	\$1,600.00	\$34,571.50

*CRAFCO MASTIC ONE PLEXIMELT is packaged in 30-pound blocks, 70 blocks/pallet. 2100 pounds/pallet, 44,100 pounds/Truckload.

** Sales Tax is calculated at 7.75%

***Freight cost is \$800 delivery, \$800 pick up.



ATTACHMENT B-2



California Statewide Crude Oil Price Index

SOURCE: State Of California
 Department Of Transportation
 Division Of Construction
 P.O. Box 942873, Sacramento, Ca 94273-0001
 916-227-5709

Date	Price Index		Date2	Price Index3
18-Jan	\$ 343.30		20-Mar	\$ 297.30
18-Feb	\$ 373.70		20-Apr	\$ 172.70
18-Mar	\$ 359.60		20-May	\$ 109.00
18-Apr	\$ 359.90		20-Jun	\$ 155.90
18-May	\$ 382.70		20-Jul	\$ 214.80
18-Jun	\$ 409.60		20-Aug	\$ 227.80
18-Jul	\$ 404.00		20-Sep	\$ 233.10
18-Aug	\$ 407.60		20-Oct	\$ 218.80
18-Sep	\$ 386.80		20-Nov	\$ 217.00
18-Oct	\$ 414.00		20-Dec	\$ 229.70
18-Nov	\$ 427.90		21-Jan	\$ 268.20
18-Dec	\$ 354.30		21-Feb	\$ 298.80
19-Jan	\$ 305.80		21-Mar	\$ 340.50
19-Feb	\$ 321.00		Apr-21	\$ 360.00
19-Mar	\$ 346.20		21-May	\$ 354.40
19-Apr	\$ 365.50		21-Jun	\$ 373.70
19-May	\$ 390.10		21-Jul	\$ 402.10
19-Jun	\$ 380.50		21-Aug	\$ 403.90
19-Jul	\$ 345.50		21-Sep	\$ 381.70
19-Aug	\$ 353.70		21-Oct	\$ 405.70
19-Sep	\$ 329.70		21-Nov	\$ 456.20
19-Oct	\$ 339.90		21-Dec	\$ 433.50
19-Nov	\$ 331.70		22-Jan	\$ 404.70
19-Dec	\$ 346.80		22-Feb	\$ 460.70
20-Jan	\$ 359.40		22-Mar	\$ 507.20
20-Feb	\$ 350.50			

49% Increase from March 2021 to March 2022

This Index is to be used for calculating payment adjustments for paving asphalt under special provisions section "Payment Adjustments for Price Index Fluctuations" in those projects containing the section. The index values are to be used in both US Customary and metric projects. Unit adjustment is included in the formulas as shown in the special provisions.

The California Statewide Crude Oil Price Index is determined each month on or about the third business day of the month by the Department using the average of the posted crude oil prices in effect for the previous month as posted by Chevron, Exxon Mobil, and ConocoPhillips for the Buena Vista and Midway Sunset fields.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Pavement Preservation Specialties, Inc., dba Environmental Concepts
FOR THE PROVISION OF MASTIC MATERIAL & KETTLE RENTAL SERVICES**

TERM:

FROM: April 1, 2022 TO: September 30, 2022

May 1, 2022 to October 31, 2022

SEE ATTACHED INSURANCE PROVISIONS

Specifications 4

Insurance Requirements for Vendors

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the Entity. The cost of such insurance shall be borne by the Vendor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

Minimum Limits of Insurance

Vendor shall maintain limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and an aggregate limit of \$2,000,000.

If the Vendor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Vendor shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Vendor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The policy or policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects products of the Vendor.
2. The Vendor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers, shall be excess of the Vendor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Vendor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning

shall not waive the Vendor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Vendor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Vendor may acquire against the Entity by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer

Special Risks or Circumstances

Entity reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

PLEXI-Melt Mastic One®



Repairing Deteriorated Longitudinal Joints



Leveling Depressed Thermal Cracks



Filling Wide Cracks and Joints

Mastic One® — Polymer-modified asphalt, aggregate filled, pavement repair mastic

Features

- Meets ASTM Specification D8260 Type I and Type II — A standard specification for hot-applied, aggregate-filled, polymer-modified asphalt pavement repair mastic, used for repairing distresses in asphalt pavements and hydraulic concrete pavements
- Flexible sealant properties that continue to adhere to the pavement when the pavement moves as a result of temperature change or traffic
- Durable sealant properties that contain specially designed and treated aggregate to perform long-term (5+ years performance)
- Waterproof sealant properties that eliminate infiltration of water, chemicals, sand, debris into sub-base
- Exceptional adhesion sealant properties that bond to Asphalt Cement Concrete & Portland Cement Concrete pavements
- Engineered design in premeasured package for consistency and maximum performance; no field blending means better consistency, better performance and reduces errors and labor
- Easy installation and no compaction needed
- Reduced crew and equipment compared to using hot mix asphalt

Uneven pavement on roads and highways pose a danger if left untreated.

When wide cracks and distresses are the cause, there's only one solution that will provide a long-lasting, level repair.



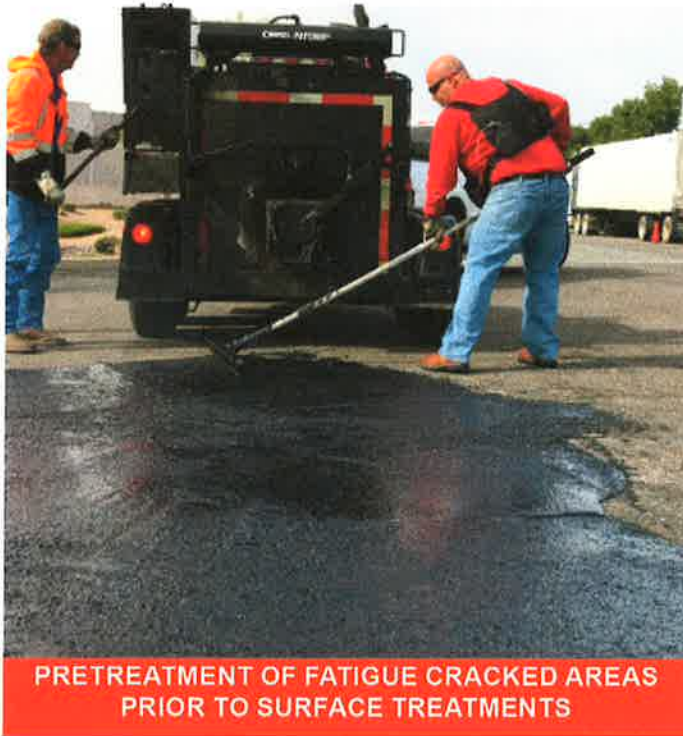
Using Mastic One® to repair those wide cracks and distresses, levels the uneven pavement surface, ensuring a smooth ride for vehicles.

CRAFCO®
INC
PRESERVATION PRODUCTS PAVEMENT



MARKETED & DISTRIBUTED BY:
ENVIRONMENTAL CONCEPTS
Office: 661.822.0472
Cell: 805.839.9829

Mastic One®



PRETREATMENT OF FATIGUE CRACKED AREAS
PRIOR TO SURFACE TREATMENTS



FILLING
POTHOLES



SEALING
UTILITY CUTS



SKIN PATCH
REPAIRS



LEVELING
MANHOLE COVERS

MASTIC ONE®

Mastic One® is a hot-applied, pourable, aggregate filled, black color, self-adhesive, pavement repair mastic used for preserving, maintaining and repairing asphalt, Portland Cement Concrete pavement and bridge deck surfaces. Composed of highly modified polymer asphalt, Mastic One® is designed for large cracks and distressed surface areas too small for re-paving. Meets ASTM Specification D8260 Type I.

Mastic One® Type 2 is ideally suited for cooler climates; may not be suitable for some applications where pavement temperatures exceed 158° F. Meets ASTM Specification D8260 Type II.

Ideally used for:

- Repairing deteriorated longitudinal joints
- Leveling depressed thermal cracks
- Filling wide cracks and joints
- Pretreatment of fatigue cracked areas prior to surface treatments
- Filling potholes
- Sealing utility cuts
- Skin patch repairs
- Leveling manhole covers
- Leveling bridge deck approaches
- Filling spalls, popouts, and corner breaks

CRAFCO®
INC
PRESERVATION PRODUCTS PAVEMENT



MARKETED & DISTRIBUTED BY:
ENVIRONMENTAL CONCEPTS
Office: 661.822.0472
Cell: 805.839.9829

Sourcewell

Awarded Contract

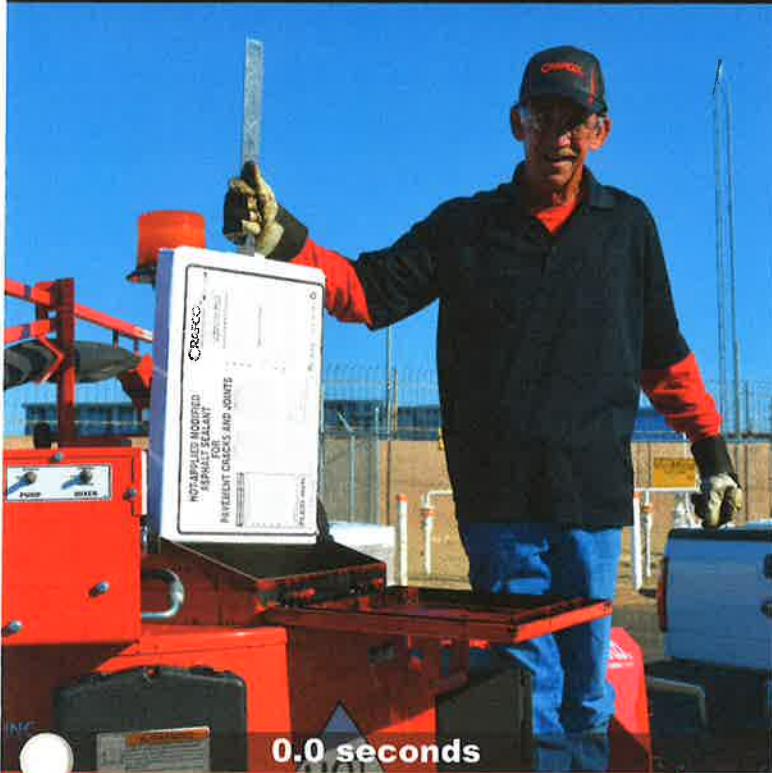
Contract #080521-CFC

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phone: +1 (800) 528-8242 • email: sales@crafco.com • web: crafco.com

PLEXI-melt™

Fast Melting Packaging!



0.0 seconds



1.84 seconds

**Meltable Packaging for
Mastic & Sealant Products**

Benefits of PLEXI-melt

PLEXI-melt is an innovative high strength, low density, protective packaging used to contain Crafcoc hot-applied sealants and mastics that quickly and thoroughly melts into the material at normal operating temperatures without affecting product installation characteristics or specification performance.

- PLEXI-melt eliminates the need for traditional cardboard boxes or metal containers!
- Saves Money! The need for an extra crew member is eliminated!
- Shape of PLEXI-melt block melts 58% faster than traditional containers of mastic/sealant material
- Easy to handle! Simply add PLEXI-melt block directly into the melter
- Fast melting packaging is made from an extremely lightweight yet durable material
- Does NOT affect mastic/sealant specification
- Promotes Safety. Each PLEXI-melt package is labeled with OSHA and GHS requirements

MARKETED & DISTRIBUTED BY:

ENVIRONMENTAL CONCEPTS

"Making the Quality Difference"

Phone: 661.822.0472

Cell: 805.839.9829

CRAFCO®
INC
PRESERVATION PRODUCTS PAVEMENT

Delivering Confidence Through Innovation, Quality and Value Since 1976

Benefits of using PLEXI-melt



More convenient to transport & store

Whether you are transporting a pallet or individual blocks, PLEXI-melt's low profile package makes it easier and safer for you to transport material to your job site(s).

- A full 10" shorter, a pallet of PLEXI-melt has a low profile and is easy to store
- PLEXI-melt packaging is both sun and water-resistant allowing it to be stored up to one year outdoors

Easy to Use

PLEXI-melt patented designed packaging allows users to drop the whole package into the melter, moving directly from the pallet to the melter, eliminating the time and labor needed to open cardboard boxes or metal containers, and remove the sealant/mastic. The PLEXI-melt packaging melts completely, preventing messy clogs and potential down time.

- No cardboard or metal contamination
- Environmentally friendly - waste is eliminated

Block sizes work with all melters

It's ideal for all Crafcro direct-fire or oil-jacketed melters and there's no need to purchase additional upgrades or equipment.

Does not affect the sealant

PLEXI-melt uses the smallest amount of meltable packaging available (less than 0.50% of total package weight). At Crafcro, we formulate our high-quality material so that customer specifications are met or exceeded.



Truck bed after traditional boxed sealant

Empty truck bed after PLEXI-melt



Packaging Details: Block weight 30 lbs. each • 70 blocks per pallet
Pallet weight 2,100 lbs. net • Dimensions 12"W x 18"L x 3"H

Patcher II™

Hot Mastic Sealant Melters



Crafcro Innovation Makes Installing Mastic Sealant Easy

The Crafcro Patcher II is engineered with a focus on quality; from superior design and construction methods to the latest technologies to heat mastics. The Patcher has continuous agitation, is fast heating and has calibrated temperatures that comply to all requirements in the ASTM Mastic Specification.

Features and Benefits

- Oil-jacketed melter specifically designed to handle the complexities of melting and maintaining molten mastic sealants containing polymer-modified asphalt or polymer-modified resins plus fibers, fillers and aggregate.
- Features digital controls to assure that mastic temperatures are held within specifications at all times
- Has angled and staggered agitation blades which provide superior material agitation and aggregate suspension for a consistent material blend
- 6:1 gear box delivers high torque to eliminate agitation stall when using high-density material
- Automatic shut-off on the lid to prevent injuries during operation
- Fast and Easy to use

Designed to melt and prepare hot mastic sealant like:

- Crafcro Mastic One®
- Crafcro TechCrete™
- Crafcro Matrix 501/502® Asphaltic Plug Bridge Joint System
- Deery® Level & Go Repair Mastic®
- Deery® Asphaltic Plug Bridge Joint System®
- And others

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ENVIRONMENTAL CONCEPTS
"Making the Quality Difference"
Phone: 661.822.0472
Cell: 805.839.9829

Patcher II



Digital controls for temperature accuracy



Dual lids allow for simultaneous loading and cleaning of the bucket



Angled agitation blades to blend and sustain aggregate suspension



Diesel-powered engine



Fuel-efficient and easy-accessible burner

Designed with Your Safety in Mind

The Patcher II is equipped with a safety interlock system on the loading door that disables the mixer hydraulic system when the lid is open. The loading lid height is engineered to reduce back strain when lifting the lid to add sealant. It also keeps the operator out of the emissions and away from any potential direct splash hazards. The Patcher II digital control box is located face height for ergonomics and curbside for safety and the burner is easily accessible for enhanced safety.

Ease of Use

The 6:1 gear box delivers more high torque to both heat and mix the material and keep the aggregate suspended in the binder, providing an evenly mixed mastic sealant solution. The large lever makes the gate easy to operate and the weighted gate defaults to a shut position, keeping material and heat in the Patcher II. The rear chute provides a smooth, even dispersing of mastic sealant.

Fast Heat-Up Time

A large burner, extensive heating surface area and precision thermostatic controls allow more heat to get into the material. Depending on the specific mastic, the Patcher II can melt 1,500 lbs (680 kg) per hour. That 200 gal (757 l) of mastic sealant will achieve 380°F (193°C) temperature and be ready to pour in 2 hours¹. The Patcher II is the fastest mastic sealant melter available!

PATCHER II (Trailer Mount)

Engine/Diesel	19hp Isuzu
Burner	369,000 BTU
Suspension	Dual, independent torsional system
GVWR	9,900 lbs. (~1/2 ton truck)

Productivity

Melt Rate	1,500 lbs./hr. (680 kg/hr)
Max Melting Capacity/Day	12,000 lbs. ²

Capacity

Material Vat	200 gal. (757 l)
Heat Transfer Oil	35 gal. (132 l)
Diesel Fuel	26 gal. (98 l)

Dimensions

Dry Weight	5,300 lbs. (2,404 kg)
Length	183 in. (465 cm)
Width	78 in. (198 cm)
Height	77 in. (195 cm)
Loading Height	60 in. (153 cm)
Chute Height	20 in. (51 cm)

Features

- Diesel-powered
- Digital temperature controls
- Auto-prime feature
- Individual fuel systems for each burner
- Easy clean-out
- Safety shut-off lid
- Curb-side controls
- Side burner with tool holder

Warranty Information

Crafco, Inc. warrants parts and machinery purchased through Crafco or one of its affiliated distributors for two years from the invoice date. Wear items are not covered under the Crafco, Inc. limited warranty.



Optional drag box



Optional heated swivel chute

1. This is at an ambient temperature of 80°F (26.67°C), 2. Based on 8 hour day



ORDER NO:

Customer Info:

Order Date:
Written By:
Verified on:
Verified By:
Start Date & Time:
End Date & Time:
Delivery Method

UNIT #	NAME	SERIAL #	NOTES	QTY	TOTAL

Order Subtotal
Discount
Taxable Amount
Sales Tax
Delivery Charges
Total
Amount Paid
Balance Due

Additional Notes:
Meter Reading Out:
Meter Reading In:

RENTAL AGREEMENT

A. It is understood that the Equipment will be operated for not more than **10 hours in anyone day; 50 hours in any one week; and 200 hours in any one month.** Lessee agrees that he will pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours of operation. If Lessee fails to return the Equipment promptly at the end of the term, additional rental shall be payable for each day prorated at one and one-half times the normal rental.

- B.** Lessee shall indemnify Environmental Concepts against all loss or damage to the Equipment. The amount of any such loss or damage shall be based on the value shown on the contract or invoice. Damage to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental payments. **No Styrofoam is to be placed inside of machines.** Styrofoam melts and ball up causing a plug in the pump and major repairs to be done at the expense of the Lessee.
- C.** Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operating and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at his expense, any/all repairs. **Lessee agrees to use appropriate towing vehicles at all times when moving equipment.** Lessor will provide Lessee with tow vehicle requirements prior to rental. Only Lessee and its assigns trained and familiar with the proper and safe operation of the equipment shall operate it. The equipment shall be returned to Lessor in as good condition as received, reasonable wear and tear accepted. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs of Lessor's regular shop rates. Lessee shall also be responsible for payment of any lost rental while unit is out of service.
- D.** In the event of breakdown, Lessee shall immediately discontinue use of equipment and contact Environmental Concepts. Lessee agrees that in the event of equipment breakdown and/or maintenance, the Lessor, Environmental Concepts, is responsible for an adjustment to the rental invoice or time period in an amount equal the time of usage lost, not to exceed 10 hours in anyone day; 50 hours in any one week; and 200 hours in any one month, at a rate equal to the rental paid for the period of lost usage. This adjustment is the total compensation to the lessee for downtime. Any costs of project delays including but not limited to labor, transportation, penalties and back charges will be the sole responsibility of the lessee and Environmental Concepts will be held harmless for any charges other than the adjusted rental time period.
- E.** Lessee assumes all risk and liability for and shall hold Environmental Concepts and its assigns harmless from all damages for injuries or death to persons and property arising out to the use, possession or transportation of the Equipment. Lessee, at his own expense, will carry public liability insurance with minimum liability limits in the amount of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and in the minimum amount of \$1,000,000 per occurrence for property damage. Neither Lessor, its assignees, the wholesale distributor, nor the Manufacturer shall be liable for any incidental or consequential damages which may result form any failure or use of the Equipment. Environmental Concepts must be named as additional insured on a Certificate of Insurance and a copy of the Certificate must be on file prior to rental of equipment.
- F.** Lessee agrees to use appropriate tow vehicles at all times when moving equipment. All tow vehicles must be equipped with a 3" Pintle Hitch, 7-Circuit flat blade pin connector (RV style) and a Vehicle Brake Controller. Additionally, the Vehicle must meet the minimum towing capacity appropriate for the rented equipment as listed below.

Lessee Initials _____

MODEL OF EQUIPMENT	MINIMUM TOWING CAPACITY
SS125	5200#
EZ200, EZ200DC, EZ200 CONVEYOR	7000#
SS250, SS250 DC, SS250 CONVEYOR	9990#
EZ400, EZ1000, EZ 1000DC, EZ1000 CONVEYOR	9990#
PATCHER I	7000#
PATCHER II	9000#
CRACK VAC #270	9990#

- G.** Lessee agrees all equipment is required to be returned to the lessor empty of all materials used in the operation of this equipment; sealant, mastic, paint, patch products or other materials. Should tis equipment be returned without being empty there will be a minimum charge of \$750 PLUS a disposal fee of \$10 per gallon for the materials that is left in the unit.

1. Additional of Accessories: Lessee will not, without the written consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment: All accessories or devices fixed to the Equipment shall automatically become the property of Lessor unless such accessory or device can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.

2. Compliance with Regulations: Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use and maintenance of the Equipment.

3. Inspection: Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located.

Lessor may remove without notice to Lessee if, in the opinion of the Lessor, it is being used beyond its capacity or in any other manner improperly cared for or abused.

4. Assignment: Lessee agrees that Lessor may assign this Rental Agreement and all right, title and interest of Lessor in and to the Equipment, and all rents due or to become due to Lessor hereunder (of which assignment Lessee hereby waives notice) and Lessee agrees to recognize such Lessee's obligation to pay rent under this Rental Agreement shall not as to any such assignee be subject to any diminution out of any breach of any obligation hereunder or other liability of Lessor to Lessee. Lessee may not assign this Rental Agreement; sublease the Equipment, or allow its use by persons not in his employ.

5. Default: If Lessee shall fail to make any rental payment when due, shall attempt to sell or encumber the Equipment, shall cease operation, shall institute or have instituted against him proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of or shall fail to comply with any other provisions of the Rental Agreement, or if any attachment, execution, writ or process is levied on any of Lessee's property, or if for any reason Lessor deems itself insecure or the Equipment unsafe, Lessee agrees to return the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the equipment is located and take possession thereof without notice to and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor. In the event of any such action, Lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the equipment, expenses, costs of removal of the Equipment from the Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business.

6. Construction: This is an agreement for rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment leased hereunder, except as a Lessee.

7. Guaranteed Rental: Return of Equipment: Provided the guaranteed rental shown on the contract or invoice is or has been paid, Lessee may return the equipment and terminate this Rental Agreement on three days notice to Lessor.

8. General: Time is of the essence of this Rental Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and the parties hereto. Lessee acknowledges receipt of a signed copy hereof.

Lessee: _____ Date: _____

Lessee Print Name & Title: _____

Environmental Concepts _____ Date: _____

Environmental Concepts
20432 W. Valley Blvd., Ste. B-1 Tehachapi, CA 93561
Ph: 661.822.0472 Fax: 661.822.3218 Email: envconcepts@bak.rr.com

RENTAL EQUIPMENT CHECKLIST

Unit #: _____ Serial #: _____
 Customer: _____ Date Out: _____
 Contact: _____ Hour Meter Our: _____
 Phone #: _____ Date In: _____
 Alternate Phone: _____ Hour Meter In: _____

Check Appropriate Boxes – cross out sections which do not apply to this rental.

Out	In	Inspection Description	Out	In	Inspection Description
		A. ENGINE			E. MISCELLANEOUS
		1. Start System			1. Owners/Safety Manual
		2. Engine Oil			2. Certificate of insurance
		3. Fuel Lines, tank level			3. Training provided or Experienced Renter
		4. Battery, cables			F. STANDARD EQUIPMENT
		B. HYDRAULICS			1. Fire extinguisher
		1. Hydraulic lines/tank/filter			2. Strobe light
		2. Valves/flow controller			3. Sealing tips
		C. MELTER/VACUUM			G. ROUTER
		1. Tank interior/paddles/material			1. Cutters/pins/washers
		2. Tank exterior (dents, paint, sealant)			2. Cutter Head
		3. Hose boom			3. Actuator and switch
		4. Hose/wand/tip			4. Tools
		5. Gauges/knobs/valves			5. Battery/cables
		6. Heat transfer oil			6. Fuel Level
		7. Vacuum filter			7. Engine oil/filter
		D. TRAILER			8. Clutch functions
		1. Wheels/tires			9. Belts
		2. Lights/wiring			H. LOANER EQUIPMENT**
		3. Hitch/Jack/Chains			
		4. License plate			

****LOANER EQUIPMENT:** Customer agrees to use and care for the equipment in a careful and prudent manner. Customer will pay any and all costs associated with repair or replacement if the equipment is not returned with the unit and in good and usable condition. Normal and reasonable wear accepted. _____ INITIAL

FUEL LEVEL – fuel charges may apply if the unit is not returned with same level as when received _____ INITIAL

OUT: _____ FULL _____ ¾ _____ ½ _____ EMPTY IN: _____ FULL _____ ¾ _____ ½ _____ EMPTY

CONDITION: Unit must be returned in the clean condition as rented or a minimum cleaning charge of \$500.00 will be assessed. Cleaning charges may be higher based on machine condition. _____ INITIAL.

DELIVERY CHARGES: Delivery charges may apply at a rate of _____ per _____ or a set rate in the amount of _____ INITIAL

COMMENTS OUT: _____

COMMENTS IN: _____

OUT

IN

Customer Sign _____ Date _____ Customer Sign _____ Date _____

Env. Concepts Sign _____ Date _____ Env. Concepts Sign _____ Date _____

Equipment Rental Supplement

- 1) Rental rates begin when the unit is picked up and ends when it is returned.
- 2) Is the rental equipment is not being used, you will be charged for those days regardless of how many hours have increased on the hour meter.
- 3) If a circumstance arises that your schedule changes, return the unit to avoid charges for days not in use. Or call to make arrangements to extend your rental contract (based on availability).
- 4) In the event of unforeseen circumstances such as weather delay or any other uncontrollable situation, call your sales rep to see if you possibly qualify for extra days based on hours used.

By signing below, I agree to the above statements that are now included with the rental contract.

SIGN _____ **DATE** _____

PRINT _____

COMPANY NAME _____